



COUNTY OF ERIE

DEPARTMENT OF SOCIAL SERVICES

# 2017 REQUEST FOR PROPOSALS STAFF TRAINING

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**PART 1**  
**REQUEST FOR ROPOSALS**

**Erie County Department of Social Services**  
**Staff Training and Continuing Education 2017**

## **INTRODUCTION**

**This Request For Proposals is designed as a vehicle to provide Erie County Department of Social Services staff opportunities to improve their professional competence and skills. The intention is to develop better-trained and more valuable employees, and thus benefit those who are interested in upward and lateral mobility within the department.**

**The educational training conducted under Components 1 and 2 (page 117) of the project must provide academic credit that can be applied towards Associate, Baccalaureate and Master Degrees, and Professional level certificate programs.**

**Training conducted under Component 3 (pages 124 through 148) will primarily consist of half-day, one, two and three day courses that will enhance the job skills and personal development of the targeted training group.**

**In addition, consideration will be given to courses offered to staff off work hours, and could be either non-credited or credit bearing. It is expected that credit-bearing courses will be applied towards a degree program. The focus of these courses should be on the augmentation of the employee's work skills, and should have some similarity in nature to those specific programs or courses requested under Components 1, 2, 3 and 4.**

**Contractors should note that they may bid on all components or individual projects within each component.**

**Bids submitted for Components 1 and 2 may result in the awarding of a contract for a three year term, subject to annual renewal contingent upon the Proposer's successful communication of student information, student monitoring, compliance with required reporting, and available funding through Federal and State funding sources appropriated for this purpose.**

**Training developed and delivered under Components 3 and 4 must be consistent with the context of the Comprehensive Competency Based Training Model (CBT). Training content must be developed within the scope of specific and relevant job skills, knowledge and awareness needed by the training audience to perform tasks to best practice. Job descriptions have been delineated as discrete tasks and skills defined as**

a universe of competencies for each job title. All training under Components 3 and 4 must be directly related to improving performance of those tasks and functions. Transfer of learning techniques and/or tools are expected to be developed to maximize or improve retention of learning and the ability to utilize such learning on the job for the target populations.

In addition, all contractors must be willing to enter into a cooperative partnership with Erie County Department of Social Services, New York State Office of Children and Family Services and Office of Temporary and Disability Assistance and other contractors to ensure that all training proposals and deliveries meet the specific requirements of the Department's Competency Based Training System.

These requirements would include but not be limited to the following:

- Publish the course competencies and curriculum to be used or developed by contractors in response to the Request for Proposals
- Contractors and their trainers participate in a competency based training orientation, attend a training of trainers and work with CBT consultants and facilitators prior to developing and delivering training
- Trainers or training teams selected by contractors must meet the CBT trainer requirements with respect to:
  - Ability to obtain trainer certification
  - Ability to use existing curriculum developed specifically for ECDSS with case examples drawn from agency practice
  - Willingness to collaborate with ECDSS in course planning, preparation, delivery and evaluation
  - Willingness to train with a program area training specialist from the agency or knowledge of the program area
  - All relevant training plans would be submitted 6 weeks prior to training for review and approval by ECDSS.

The Department has validated specific contractor trainer competencies. It is a requirement that these competencies be shared with any trainers whose names are submitted as part of any training proposal to ECDSS.

It is the responsibility of each contractor and project manager to ensure that a process has been developed to certify that every trainer meets the qualifications

addressed by these competencies.

**The CONTRACTOR TRAINER COMPETENCIES are as follows:**

**ECDSS Culture and Climate**

**The contracted trainer:**

- 1. is aware of the mission, goals and Core Critical Values of ECDSS.**
- 2. is aware of factors, including public perception, politics and organizational climate that can impact employees.**

**Competency-Based Training (CBT)**

**The contracted trainer:**

- 1. knows the components of a CBT system: job descriptions, competencies, Individual Training Needs Assessments (ITNAs), training curricula, Transfer-of-Learning (TOL) strategies, centralized data management and tracking, and evaluation; and knows how the CBT components function at ECDSS.**
- 2. understands the role of the supervisor and the trainee in the professional development process of the ECDSS CBT system.**
- 3. understands the roles of the ECDSS Human Resource Development (HRD) staff in the training system.**
- 4. understands the many factors that may affect worker performance and is aware of strategies other than training that may be used to overcome performance barriers, such as process improvement and work re-design.**

**Needs Analysis**

**The contracted trainer:**

- 1. is aware of the importance of needs assessment in the training process,**
- 2. knows common needs assessment strategies, including how and when to use them; can conduct a needs assessment to supplement information gathered through the ITNA process,**
- 3. can identify when classroom training is not an appropriate solution to an identified problem and inform key staff of this issue, and**
- 4. can identify key information about who will attend the training.**

**Training Curriculum Design and Development**

**The contracted trainer:**

1. can develop appropriate curriculum that can translate competencies into training activities,
2. is aware of the importance of learning objectives in a training program; knows the elements that should be included in a learning objective; is able to express learning objectives in measurable, behavioral terms that identify the knowledge, skills and awareness trainees will have upon completion of the training; knows when and how to appropriately include objectives on beliefs, values, feelings,
3. is able to write or include appropriate content that supports identified competencies, reflects best practice, and is supported by current research,
4. can design training methods or utilize delivery strategies, such as videos, exercises, case studies and demonstrations; can determine the advantages and disadvantages of using each method and strategy; and knows how to use these methods or strategies to support and promote desired learning outcomes, organizational goals and organizational culture,
5. can design activities for a curriculum that are appropriate to the audience and appeal to a variety of different learning styles,
6. is able to appropriately sequence learning activities to take trainees through the stages of learning (awareness, knowledge, understanding, skill application) as indicated by the competencies,
7. can select or develop learning media appropriate to the training content, audience and situation,
8. can employ principles of instruction and adult learning theory to design and develop curriculum,
9. is aware that training is a three step process consisting of pre, during and post training activities; can design curriculum and activities in a way that incorporates these three phases of training and supports TOL back to the job,
10. knows when and how to appropriately include the use of resources, such as handouts and job-aids, in the learning process,
11. can write curriculum in a way that is able to be understood and delivered by trainers and others than the writer of curriculum (i.e., curriculum format/layout is visually appealing and use-friendly for readers, and provides clear, understandable and appropriate directions and guidance for trainers),

12. understand the need to write curriculum in a way that is free of bias or prejudice regarding race, ethnicity, gender, age, social class, or sexual orientation; is able to develop a curriculum that is free of such biases and included culturally diverse examples and activities when appropriate,
13. is able to write curriculum that make the trainer aware of the potential emotional impact that sensitive material may have on trainees, and assists the trainer in handling strong emotional responses of trainees to such material,
14. can work with a content expert or subject-matter specialist to develop a curriculum,
15. can critique a curriculum to determine if it is appropriate and supports desired goals and competencies; can make recommendations for changes as necessary.

#### **Training Techniques and Presentation Skills**

The contracted trainer:

1. knows how to establish personal credibility as a trainer.
2. knows how to employ adult learning theory when delivering curriculum,
3. knows techniques to engage learners in the training process; knows how to prepare trainees for learning, and how to create an environment conducive to learning,
4. understands the need to consider a variety of learning styles in the delivery of training,
5. is able to use various teaching techniques and tools (lecture, modeling, video, etc.) to communicate knowledge and demonstrate skills needed by participants; is able to use techniques (discussion, simulations, case studies and role plays) to engage participants in learning activities,
6. understands the importance of practice in learning; uses practice effectively to provide trainees with ample time to employee new skills and develop confidence in their execution,
7. is able to use verbal communication strategies, interpersonal communication and nonverbal communication strategies to deliver training presentations,
8. knows how to coach individual trainees to enhance and reinforce learning,
9. knows techniques to support TOL from training to the job; knows how to use activities such as action planning with trainees to support their transfer of newly learned knowledge and skills back to the job; and understands the importance of

conferring with the supervisors and trainees to identify barriers to a full transfer of new knowledge and skills in the workplace.

10. is aware of how trainees' cultural background may impact attitudes, needs and approaches to learning; understands the need to deliver curriculum in a way that is free of bias or prejudice regarding race, ethnicity, gender, age, social class, or sexual orientation; is able to deliver curriculum in a way that is free of such bias.

### **Group Facilitation Skills**

The contracted trainer:

1. is aware of issues that may cause resistance to training material, and knows techniques to defuse such resistance,
2. knows techniques to handle difficult participants in a way that engages them in the learning process and reduces disruption in the classroom,
3. can use platform skills to effectively address a group,
4. knows the dynamics of group behavior (stages of group development, group structure and variables that affect group behavior) and understands how these can affect individual learning and group training process,
5. knows how to employ group facilitation skills to enhance trainee learning,
6. knows how to read and respond to common nonverbal behaviors of trainees,
7. knows how to deliver sensitive material that may have an emotional impact on trainees; knows strategies to handle the strong emotional responses of trainees to such material.

### **Evaluating the Results of Training**

The contracted trainer:

1. knows how to include supervisors and managers in the evaluation development process and in the analysis of the evaluation results,
2. understands the importance of using objective measurements to assess trainee learning,
3. knows how to use in-class observation to informally evaluate trainee learning; can assess levels of learner competence and determine if a trainee would benefit from more in-service training, on-the-job training, or coaching,
4. knows how to appropriately communicate to HRD training liaisons, managers and supervisors any additional training needs of trainees,

5. is aware of the appropriate use of written test items in the evaluation of learning; knows how to use formal instruments (knowledge tests and structured application tests) to assess knowledge and skill level before, during and after training,
6. is able to develop instruments to gather trainee feedback and evaluate trainee learning; can use trainee feedback and evaluation data to revise training curriculum and delivery as needed,

### **On-The-Job Training/Coaching for Performance**

**The contracted trainer:**

1. understands the difference between formal (classroom) training, on-the-job training (OJT), and coaching; understands the role of OJT trainers/coaches in the development of staff,
2. knows how to use coaching as a training technique to enhance the learning and performance of trainees; can coach individual trainees to build skills, increase confidence, reinforce learning, and enhance performance of trainees,
3. knows how to collaborate with trainees' supervisors on the training and coaching process,
4. can work with trainees to identify their learning and developmental needs, including specific behaviors and skills that need improvement; can identify when formal in-service training, OJT, or coaching will best enhance trainee learning,
5. understands the importance of clearly identifying expectations and requirements for trainees in the learning process; is able to clearly communicate expectations and provide task clarity for trainees in the learning process,
6. understands the importance of identifying specific learning goals and activities when training; is able to work with trainees to identify and foster commitment to learning goals and activities; can develop a plan of action to meet learning goals and knows how to measure progress toward those goals,
7. can identify a trainee's personal learning style; can identify which approach to training will be most effective with that individual trainee; and can anticipate the amount of guidance or direction necessary to ensure learning for the individual trainee,
8. knows how to create a supportive environment that encourages learning,
9. knows how to serve as a role model to demonstrate desired behaviors; can



- communicate to trainees a clear picture of what constitutes desirable performance,
10. knows how to effectively use performance feedback to critique and correct trainees to reinforce effective and desirable behaviors or performance,
  11. knows the factors that motivate and discourage trainees; can actively engage trainees to improve their performance.

## **COSTS**

All costs must be covered by the project including application fees, tuition, books, supplies, and all other associated fees and expenses. The provision of necessary field work expertise is to be included where appropriate.

## **PREPARATION OF PROPOSALS**

The information necessary to prepare a proposal is contained in the sections titled "Guidelines for Development of Training Proposals" (page 18 through 36) and "Procedures For Submitting Training Proposals" (pages 37 through 81).

## **SUBMISSION OF PROPOSALS**

The submission date for all proposals is on or before February 24, 2017. See page 38 for instructions.

## **ACCEPTANCE OF PROPOSALS**

Each proposal must include all of the items identified in the sections titled "Guidelines for Development of Training Proposals" and "Procedures for Submitting Training Proposals".

All proposals must demonstrate a familiarity with the curriculum requested.

The Department reserves the right to reject any proposals which do not meet the needs of the department or which do not follow the criteria and the format set forth in the "Guidelines for Development of Training Proposals" or "Procedures for Submitting Training Proposals". The Department may also accept proposals submitted that represent an innovative approach for meeting a particular training need that was not advertised in the RFP.

The Department also reserves the right to reject any proposals or to request

proposal modifications for educational curricula or training courses if it is determined that the needs of the department and/or its staff have changed from the time this RFP was issued.

This RFP is currently still under review by the New York State Office of Children and Family Services and Office of Temporary and Disability Assistance. If the State does not grant approval to any particular courses or curricula or requests modifications to the proposals we will so advise the bidder(s). ECDSS will not contract for any courses or programs that do not meet with State approval.

### **FUNDING SOURCES**

The funds available for training contracts in Federal Fiscal Year 2017 under the various Federal Sources of funding are dependent on action by the Congress on the 2015 budget and any subsequent action by the New York State Legislature and Erie County Legislature. The primary sources of funding for training contracts for FFY 2016 will be Titles IV-A, IV-D, IV-E, XIX, and XX of the Social Security Act.

The specific source of funds for training in each of the program areas described in the RFP is as follows:

Title IV-A	Income Maintenance
Title IV-D	Child Support Enforcement
Title IV-E	Foster Care and Adoption
Title XIX	Medical Assistance
Title XX	Adult Service, Child Protection Services, Child Welfare, Day Care

Training in all Components is funded through a combination of the above funding sources.

### **REIMBURSEMENT RATES FOR FFY 2017**

Generally the levels of reimbursement contained in Federal regulations are the basis for the County's determination of reimbursement rates for training contracts. The reimbursement rate for contracts will be calculated individually by the County depending on training to be provided, and the current federal reimbursement rates. The reimbursement rate will generally range between 60% and 65%.

It is also possible that some reimbursement rates will fall above or below this

range. It is imperative that proposals being submitted to the department reflect a minimum amount of overhead costs. Contractors will be expected to provide any local share contribution necessary, which could range from 30% to 40% of the total project cost. Due to the lack of available federal training funds, it is critical for the overall cost of the proposals to be reduced as well as increasing the contractor's share of these costs.



**PART 2**  
**GUIDELINES FOR DEVELOPMENT**  
**OF TRAINING PROPOSALS**  
**Policies on Contractual Training**

**A. CONTEXT**

The Department's training services program is part of a broad effort aimed at providing the necessary training support for its employees. Other efforts in the program include the direct training work by local staff development directors and their staff. Close collaboration of Department and contractor staff throughout the training cycle is necessary to insure proper coordination and delivery of training.

**B. PURPOSE**

The overall purpose of training contracts with educational resources is to improve the delivery and management of the programs administered by the Department under the Social Security Act and other provisions of State and Federal law. Training contracts, however, must be in support of the specific training objectives established annually by the Department in conjunction with the local social services districts. Information on those needs that are determined to be appropriate for contractual training is provided through the annual Request for Proposals.

Within the context of the specific training objectives, contracts should be designed to:

- improve overall performance in meeting ECDSS goals and objectives;
- assist the Department in implementing new program requirements or modifications of current programs;
- overcome specific deficiencies staff identified in audits and operational reviews;
- improve and strengthen the managerial and supervisory skills of employees to improve productivity in achieving Department program objectives;
- prepare employees for upward mobility and increased responsibility within the social services system; and
- prepare individuals for employment in the social services system.

**C. WHO MAY APPLY**

The training contracts described in these guidelines are awarded to educational institutions supported by State and Local funds. For the Department of Social Services

to contract with private entities, a Local County match would be required.

Due to the limited availability of Local funds, a Local match contribution would be considered only under circumstances where the training could not be provided through State or County educational institutions.

Educational institutions, in order to be eligible to receive contracts must be accredited by the appropriate body recognized by the U.S. Secretary of Education in the field for which training is proposed. For schools of social work, accreditation must be through the Council of Social Work Education.

**D. FUNDING OF TRAINING CONTRACTS**

The training contracts described in these Guidelines are cost-reimbursable contracts, and are not grants. That is, the contractor spends funds to provide its training services under the terms of the contract and is then reimbursed by the Department. These contracts are funded through a combination of Federal funds authorized under the relevant titles of the Social Security Act, and non-federal funds. In general, the majority of the costs incurred under each agreement are covered by Federal appropriations under Social Security Act Titles:

- IV-A - Income Maintenance
- XIX - Medical Assistance
- XX - Social Services (Block Grant)
- IV-E - Foster Care and Adoption
- IV-D - Child Support Enforcement

The remaining amount is the local share and must arise from non-federal sources such as State or Local match.

The local share is contributed directly by educational institutions. This contribution may be in the form of actual costs (direct expenses and in kind costs) or indirect costs as calculated using the overhead rate the school has negotiated with the Federal government. Reimbursement to contractors for expenditures will be calculated individually for each contract depending on the training to be provided and the current reimbursement regulations.

This Proposal is in correlation to a one-year contract with an option for 2

additional years.

**E. RATES OF REIMBURSEMENT**

Generally the levels of reimbursement contained in Federal regulations determine the rates of reimbursement for the training contracts. After donation of the State or Local match, contractors ultimately receive reimbursement for a percentage of the total costs.

**F. CRITERIA FOR PROPOSAL REVIEW**

In reviewing training proposals, the Department will consider how well each of the following criteria is addressed. These are not necessarily listed in priority order.

**1. Responsiveness to RFP**

If addressing a specified project, the proposal must conform to project requirements, including content, form and structure, number and type of trainees. It must reflect an understanding of the training needs and goals described in the RFP.

**2. Training Objectives**

The objectives should be clearly and measurably stated, and related to the content and goals outlined in the RFP.

**3. Training Activities and Curriculum/Materials Development**

Activities and products should correspond to the identified objectives, and include varied instructional activities. The description should provide sufficient detail as to how the activities will be accomplished.

**4. Target Population**

The proposal should identify the number, level, job titles, and geographic location of the trainees.

**5. Schedule for Delivery of the Training and Curriculum**

The schedule should include a complete and realistic description of delivery dates for activities and curriculum/materials development.

**6. Evaluation**

The methods, design, and timeframe should be clearly described. The methods should be reasonable for project size, scope and goals, and



directly measure achievement of stated objectives.

7. **Project Organization and Administration**

The organization is fully and clearly described, and is feasible for successful project operation.

8. **Expertise**

The proposal should document sufficient prior experience and expertise of the organization, and describe the role and expertise of any subcontractors/consultants.

9. **Cost/Benefit Ratio**

Proposals must contain detailed budget information and unit cost calculation. Proposals will be evaluated in terms of efficiency in developing and delivering activities and curriculum materials. In the event that two or more bidders satisfactorily meet all other criteria listed, the determining factor for making the award would be the lowest bid.

10. **Overall Quality**

The proposal must be concise and present ideas and plans in an organized fashion. The training should be clearly defined, manageable, and workable.

G. **CONTRACTING PROCEDURES**

This section outlines a general framework for the submission, review and selection of training contracts.

1. **Announcement of Training Needs**

The Department of Social Services issues a Request for Proposals (RFP) for purpose of advertising the training needs identified by the Department.

2. **Proposal Review Process**

The review process is designed to assure that projected training is both responsive to identified priorities and in accordance with State and Federal requirements.

During this period, proposals will be evaluated by a number of organizational units within the Department of Social Services. Bidders should be available to answer questions about their proposals. After

selection, some proposals may require modification.

**H. TYPES OF ACTIVITIES ELIGIBLE FOR FUNDING**

Proposed activities should be in direct response to the training priorities identified in the Department's Request for Proposals.

The types of activities and programs that can be covered in contracts include short-term workshops and seminars, as well as long-term efforts such as classroom and field instruction at accredited institution. The development of curriculum and training materials may also be funded through training contracts.

**I. ELIGIBLE TRAINING POPULATION**

The target training population must be consistent with the needs identified in the Department's Request for Proposals.

**J. ALLOWABLE COSTS**

Details on costs are contained below. Generally contracts funded through Federal monies must comply with the requirements of the Code of Federal Regulations that relate to Titles XX, XIX, IV-E, IV-D, and IV-A of the Social Security Act. Bidders who have questions that are not answered by this information in these Guidelines may contact ECDSS for assistance.

**1. Direct Costs**

**(a) Salary Costs**

Salaries of staff employed under training contracts must be consistent with those generally paid for similar work and responsibilities. Salaries must be determined in accordance with such factors as the size of the project, the levels of responsibility, employee qualifications and geographic location of the project activities.

**(b) Equipment Expenses**

Equipment required to meet the contract objectives may be either purchased or rented, whichever is more economical. Title to all equipment purchased under training contracts vests with the Department upon acquisition. At the completion of the project, or the completion of the

equipment's use in the project, such property must be disposed of in accordance with the instructions of the Department. Disposable property not meeting the definition, such as paper and pencils will be considered as consumable supplies. Equipment in the contractor's care is the contractor's responsibility. An inventory of all equipment purchased should be kept. Proper and adequate precautions should be taken to maintain the equipment in good repair and to prevent damage and theft. To this end it is advisable for contractors to carry adequate insurance and service agreements for all equipment purchased under ECDSS contracts. Equipment is tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000.00 or more per unit.

Contractors are advised that the purchase of computer related equipment must conform to the current ECDSS standard for PC configuration as follows. Prior to purchasing computer equipment, contractors are expected to contact ECDSS regarding any updates or changes to the following specifications.

**DESKTOP PERSONAL COMPUTERS:**

**HP Compaq 6005 Pro, Windows 7 Professional SP3**

**AMD Phenom™ II Dual-Core processor**

**4GB memory, 512MB Video Card, 500GB SATA Hard Drive, 16x DVD+/-RW SATA,**

**USB Keyboard, standard, spill proof, Black**

**USB Optical Mouse with wheel scrolling, Black**

**No Floppy Drive, Single or Dual Monitor optional,**

**3 Year Basic Limited and 3 Year onsite warranty**

**LCD 20" Standard Monitor, Max Resolution 1600x900,**

**Brightness: 300 cd/m2, Contrast Ratio 1000:1**

**Response time 5ms, Black**

LCD 19" Monitor, Max Resolution 1280x1024,  
Brightness: 300 cd/m2, Contrast Ratio: 800:1  
Response time 5ms, Black

**LAPTOPS/NOTEBOOKS:**

HP Probook 6445b AMD Phenom™ II Dual-Core processor Windows 7  
Professional, 4GB memory, 6 cell battery \ 90W A/C Adaptor  
320GB SATA Hard Drive, 8x DVD+/-RW  
14.0" Wide Screen LCD, Broadcom wireless, 56K modem, No Floppy  
Drive,  
3 year Basic Limited & 3 year onsite warranty

**NETWORK STANDARDS:**

Windows 7  
Microsoft Office 2010 (or latest operating system determined by  
department need)

**PERSONAL COMPUTER SOFTWARE EXPENSES:**

All Software should include the cost of installation and support at a site selected by Erie County Department of Social Services during the contract period. Statements indicating how the software can be supported after the contract period should also be included along with the estimated cost to the department. All software programs purchased or designed must conform with existing department specifications and be approved by the Department of Social Services.

**2. Trainee Costs**

The types of trainee costs that may be included vary depending upon the title under which the training is planned, the scope and duration of the activity, and the target population. Refer to the training specifications contained in the Request for Proposals package for instructions on when

to include trainee costs.

3. **Indirect Costs**

Contracts with educational institutions may contain indirect costs at the overhead rate negotiated by the institution with the Federal government. The Department may, in some cases, reimburse the educational institution at a lower rate than that negotiated with the Federal government. A copy of the negotiated agreement should be included as part of the training proposal.

4. **Matching Policy For Training Contracts**

The non-Federal share of training contracts is generally contributed by the Department's contractors. This contribution may be in the form of direct costs (out-of-pocket expenses and in-kind contributions), indirect costs as calculated using a Federally-approved overhead rate (self-developed overhead rates are not allowed), or a combination of direct and indirect costs. All contributed costs must be documented, verifiable, and in support of the project.

Contractors who do not have a Federally-approved overhead rate, or who elect not to use their Federally-approved overhead rate, may use out-of-pocket expenses or in-kind contributions only. Documentation is required for all out-of-pocket expenses is the same, whether they are used to fulfill the contract match requirement or to draw down payments, i.e. the contractor must maintain staff time records, invoices, receipts, cancelled checks, lease agreements, etc. to document that an actual out-of-pocket cash expenditure was made, even if the total amount of the expense is being donated by either the contractor or a subcontractor. For all in-kind contributions (those budgeted items where a value is assigned, but no out-of-pocket cash expenditure under the Department's contract is incurred) the contractor must fully and properly document both the source and value of the contributed expense items.

In addition to ensuring that all contributed items are allowable,

contractors are required to submit documentation to justify the estimated value of all donated expenses, and to prove that all in-kind contributions are based on the same cost that would be charged whether or not the costs were being contributed. For example, if an individual contributes time and effort to the project, documentation as to the amount of time contributed is required, along with proof of the appropriate value of that time. For a salaried individual, payroll information would be appropriate. For other individuals that contribute time, documentation must be provided as to what that individual normally receives in consideration for the same service

The Department's policy on match is based on Federal regulation 45CFR Part 74 Subpart G, "Cost Sharing or Matching". A copy of applicable paragraphs for 45CFR is attached.

The following list includes all of the types of contributed in-kind costs that may be used as match for training contracts. Also listed is the documentation that the Department will require for each type of in-kind cost.

The Required Documentation listed for each type of expense is the only acceptable documentation for in-kind contributed match. This documentation must be included with any voucher on which the donated cost is claimed, and must also be available in the contractor's files for Department review or audit.

<u>IN-KIND CONTRIBUTED COST</u>	<u>REQUIRED DOCUMENTATION</u>
---------------------------------	-------------------------------

Staff	
-------	--

Salaries/overtime	
-------------------	--

Or	
----	--

Volunteer Services	
--------------------	--

(1) if the contractor performs the
------------------------------------

same or similar work: pay stubs
---------------------------------

or W-2 forms that show that the
---------------------------------

Service being provided is valued at rates
---

consistent with those ordinarily paid for the
---

same or similar work in the contractor's organization

- (2) if the contractor does not have staff who perform the same or similar work: Published job announcements or employment agency records which document that the rates are consistent with those ordinarily paid by other employers for the same or similar work in the same labor market AND (in either instance) a written explanation of how the service provided was directly related to the work being done under the contract

**NOTE: the value of the service must be based on rates for the kind of service being provided, not the kind of work normally performed by the individual, e.g. if an attorney provides other than legal services, the value must be based on the salary paid for the services being provided, not the attorney's salary**

#### **Fringe Benefits**

invoices with cancelled checks for staff attached, insurance policies or contracts that show the cost of providing the benefit AND a written explanation of how the service provided by the personnel for whom the benefits are being claimed, was directly related to the work being done under the contract.

#### **Equipment**

a copy of the original invoice for the equipment (invoice must show both purchase price and date purchased) along with an explanation of how

depreciation is calculated by the donating agency

**Consumable Costs**

invoices with cancelled checks attached, catalogs, or other evidence of the appropriate value placed on the items.

**Subcontractors/  
Consultants**

(1) if the donation is the result of a reduction to a normal fee: fee schedules, prior invoices, prior contracts, tax records, etc. that clearly show the normal fees charged by the subcontractor/consultant for the type of service being provided

(2) if the donation is in the form of specific expenditures such as salary, supplies, or other expenses: the same documentation that is required when the prime contractor is making the donation

NOTE: under current regulations, subcontractors and consultants cannot donate in-kind fringe benefits or overhead costs

**Space rental**

fee schedule, brochure, prior invoice with cancelled check attached, or other written evidence of the value of the exact space being used; if the information is not available for the exact space, information for other comparable space may be used, i.e. if the space is a meeting room in a not-for-profit agency, price information from another not-for-profit agency in the same area would be acceptable, however, prices



charged by a hotel or conference center would not be acceptable, since the accommodations, and therefore the value, would not be comparable

#### **Other Costs**

fee schedules, prior invoices with cancelled checks attached, catalogs that show the prices of the items to be purchased, lease agreements, a copy of the audit report/financial statement (when the accountant's fee is being contributed), etc.

### **Subpart G-Cost Sharing or Matching**

#### **74.50 Scope of subpart**

(a) This subpart contains rules for satisfying Federal requirements for cost sharing or matching. These rules apply whether the cost sharing or matching is required by Federal statute or by other terms of the grant.

(b) HHS and a grantee may enter into an institutional cost-sharing agreement covering all of HHS's research project grants to that grantee in the aggregate. Except as provided by the institutional cost-sharing agreement, this subpart applies to the satisfaction of the grantee's obligation under the agreement, as well as to the satisfaction of cost-sharing or matching requirements that apply only to a single grant.

#### **74.51 Definitions**

For purposes of this subpart:

**Cost sharing or matching** means the value of third-party in-kind contributions and that portion of the costs of a grant-supported project or program not borne by the Federal Government.

**Equipment** has the same meaning given to that term in 74.132, except that instead of acquisition cost, the words market value at the time of donation shall be substituted.

**Supplies** means all tangible personal property other than **equipment** as defined in this section.

**Third-party in-kind contributions** means property or services which benefit a grant-supported project or program and which are contributed by non-Federal third parties without charge to the grantee, the subgrantee, or a cost-type contractor under the grant or subgrant.

#### **74.132 Definitions**

As used in this subpart:

**"Acquisition"** of property includes purchase, construction, or fabrication of property, but does not include rental of property or alterations and renovations of real property.

**"Acquisition cost"** of an item of purchased equipment means the net invoice price of the equipment, including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the equipment usable for the purpose for which it was acquired. Other charges such as the cost of installation, transportation, taxes, duty or protective in-transit insurance shall be included in or excluded from the unit acquisition cost in accordance with the regular accounting practices of the organization purchasing the equipment. If the item is acquired by trading in another item and paying an additional amount, "acquisition cost" means the amount received for trade-in plus the additional outlay.

#### **74.53 Qualifications and exceptions.**

(a) **Costs borne by other Federal grants.** (1) Except as provided by Federal statute, a cost-sharing or matching requirement may not be met by costs borne by another Federal grant. This prohibition does not apply to costs borne by general program income earned from a contract awarded under another Federal grant.

(2) For the purposes of this part, general revenue sharing funds under 31 U.S.C. 1221 are not considered a Federal grant. Therefore, in the absence of any provision of Federal statute to the contrary, allowable costs borne by these funds may count towards satisfying a cost-sharing or matching requirement.

(b) **Costs or contributions counted towards other Federal cost-sharing requirements.** Neither costs nor the values of third-party in-kind contributions may count towards

satisfying a cost-sharing or matching requirement of an HHS grant if they have been or will be counted towards satisfying a cost-sharing or matching requirement of another Federal grant, a Federal procurement contract, or any other award of Federal funds.

(c) Costs financed by general program income. Costs financed by general program income, as defined in 74.42, shall not count towards satisfying a cost-sharing or matching requirement of the HHS grant supporting the activity giving rise to the income unless the terms of the grant expressly permit the income to be used for cost sharing or matching. (This is the alternative for use of general program income described in 74.42(d).

(d) Records. Costs and third-party in-kind contributions counting towards satisfying a cost-sharing or matching requirement must be verifiable from the records of recipients or cost-type contractors. These records must show how the value placed on third-party in-kind contributions was arrived at. To the extent feasible, volunteer services shall be supported by the same methods that the organization uses to support the allocability of its regular personnel costs.

(e) Special standards for third-party in-kind contributions. (1) Third-party in-kind contributions shall count towards satisfying a cost-sharing or matching requirement only where, if the party receiving the contributions were to pay for them, the payments would be allowable costs. (2) A third-party in kind contribution shall not count as direct cost sharing or matching where, if the party receiving the contribution were to pay for it, the payment would be an indirect cost. Cost-sharing or matching credit for such contributions shall be given only if the recipient or contractor has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of the contributions. (Information on how to establish these rates can be obtained from the Division of Cost Allocation in any HHS regional office's Regional Administrative Support Center.) (3) The values placed on third-party in-kind contributions for cost-sharing or matching purposes shall conform to the rules in the succeeding sections of this subpart. If a third-party in-kind contribution is of a type not treated in those sections, the value placed upon it shall be fair and reasonable.

#### **74.54 Valuation of donated services.**

(a) **Volunteer services.** Unpaid services provided to a recipient by individuals shall be valued at rates consistent with those ordinarily paid for similar work in the recipient's organization. If the recipient does not have employees performing similar work, the rates shall be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount for fringe benefits may be included in the valuation.

(b) **Employees of other organizations.** When an employer other than a recipient or cost-type contractor furnishes free of charge the services of an employee in the employee's normal line of work the services shall be valued at the employee's regular rate of pay exclusive of the employer's fringe benefits and overhead costs. If the services are in a different line of work, paragraph (a) of this section shall apply.

#### **74.55 Valuation of donated supplies and loaned equipment or space.**

(a) If a third party donates supplies, the contribution shall be valued at the market value of the supplies at the time of donations.

(b) If a third party donates the use of equipment or space in a building but retains title, the contribution shall be valued at the fair rental rate of the equipment or space.

#### **K. EXCLUDED COSTS (Applicable to all Contractors)**

The following are illustrative of the type of items that will not be included as costs within a training contract:

- advertising costs, except for recruitment of personnel or procurement of scarce items;
- capital expenditures for improvement or acquisition of facilities;
- entertainment costs, including social activities or cost of alcoholic beverages;
- interest costs, including costs incurred to borrow funds;

- costs of organized fund raising;
- costs for attendance at conferences or meetings of professional organizations, unless attendance is necessary in connection with the project and included in the project budget. Prior approval must be obtained from the Department for conference attendance (Form DSS-3108);
- costs for preparation of continuation agreements and other proposal development costs.

**L. CLAIMING AND REIMBURSEMENT OF EXPENSE**

All claims should be made on a monthly basis, and be clearly in support of training activities.

**M. REVIEW AND CREDITING OF TRAINING MATERIALS**

All materials developed must be delivered to ECDSS in draft at least six weeks in advance of anticipated use, and must be approved for use by ECDSS. In addition, all materials developed under the contract become the property of the Department and must be so credited.

**N. TRAINING IMPLEMENTATION**

Contractors are responsible for implementing all aspects of the training program, including arrangements for training announcements and training facilities.

**O. PURCHASING OF EQUIPMENT**

Contractors must maintain records on all equipment purchases and account for such equipment in accordance with inventory requests from ECDSS.

**P. CONTRACT MODIFICATIONS**

Contractors who desire any contract modifications, including changes in the training plan and project budget should contact ECDSS in advance of the program impact of such changes to discuss the nature and effect of the changes. All modifications must be approved by ECDSS.

**Q. MONITORING OF TRAINING CONTRACTS**

Contracts will be monitored regularly by ECDSS.

**R. RECORD KEEPING**

Contractors are required to maintain current and accurate records of project

activities, including time records for employees and other fiscal and accounting records. A seven-year retention period is required.

#### **S. REPORTING**

Contractors are required to file progress reports with ECDSS on a regular basis.

These reports must be submitted as follows:

For education degree programs in Components 1 and 2, reports should be submitted at least three times during the contract period, in conjunction with the start of each semester and a final report that summarizes the activities at contract end. Degree program reports should include, but are not limited to:

- ◆ A current student roster for each degree program including date when student last registered for a course
- ◆ Narrative report detailing:
  - ◆ Outreach done to encourage new student enrollment as well as to assist current students, for purposes of retention and to maintain satisfactory academic progress.
  - ◆ Progress notes, i.e., graduates or pending graduates, requested leaves, students who withdraw or are warned of academic probation, failure to fulfill requirements or dropped from EEP program due to inactivity, and the method of notifying the student. It is the college's responsibility to notify the student of each of these situations. A copy of these communications should be sent to ECDSS.

For programs addressed in Components 3 and 4, contractors are required to submit quarterly progress reports to the ECDSS. These reports are due within 30 days from the end of each quarterly period. The reports must contain:

- ◆ information on dates and number of hours for each training session/meeting provided by the trainer as well as number of participants.
- ◆ a narrative to explain any modification to the original contract, delay in meeting the projected training time table, difficulties in executing a training delivery that might result in any change from the original contract.

Contractors are required to submit the training curriculum within forty-two days

of the training delivery. In addition, the contractor must submit the original roster and training evaluation forms to the ECDSS within seven days following the final training session of each offering.

Failure to make complete and timely submissions may result in a delay in processing contractor payment reimbursements and/or an adverse experience rating which may impact on future consideration for providing training to the ECDSS. Final invoice and reports should be received no later than 3 months following the close of the contract. According to New York State Local District Contract Guidelines, ten percent (10%) of the contract amount can be withheld until the contractor submits an approved final report documenting full compliance with the terms of the contract.

**T. ACCOMMODATING THE DISABLED**

Title I of the Americans with Disabilities Act of 1990 prohibits discrimination against qualified individuals with disabilities. Pursuant to this law, it is required that reasonable accommodation be made to the known disability of a qualified applicant or employee.





**PART 3**  
**PROCEDURES FOR SUBMITTING**  
**TRAINING PROPOSALS**

**Submission Specifications**

This section of the Guidelines describes the detailed requirements for construction of proposals. These procedures have been developed based on past experience with contractual training and are designed to assure timely review of proposals submitted.

**The proposal must consist of the following seven parts in this order:**

- A. Application for Training Contract (DSS 3101)-one for entire proposal includes Part I (Application) and Part II (Bidder Identification).**
- B. Listing of Training Activities (DSS 3102-3) - one for each component.**
- C. Unit Cost Summary (DSS 3103)-one for entire proposal.**
- D. Project Budget (DSS 3104-1 through 3104-6)- consisting of:**
  - 1. Overall project budget (DSS 3104-1 through 3104-6) - one set for entire proposal.**
  - 2. Component budget (DSS 3104-1 through 3104-6)-one set for each component.**
- E. Training Activity Summary (DSS-3856)-one for each training activity.**
- F. Proposal Narrative - one for entire proposal, including Staffing Plan.**
- G. Project Summary Form (RFP2000)–one for each training activity in response to Component 3 for in-service training and projects in Component 4 only; should immediately follow narrative for each in-service training course in the proposal.**
- H. Biographical Sketch (DSS 3105)-one for each professional staff.**
- I. Schedule “A” –Proposer Certification.**

**Each proposal must contain a table of contents including at least the above parts. All pages of the proposal must be numbered consecutively and should be printed in a size font that is easily readable. Proposals should be bound and must be on 8-1/2" by 11" paper.**

**Submit the original and eleven (11) copies of the proposal no later than February 24, 2017. The original should be labeled as such.**

**Address all proposals to:**

**Mr. Patrick J. Shea,**

**Staff Development Coordinator**

**Erie County Department of Social Services**

**Human Resource Development Division**

**43 Court Street, (Convention Tower, Third Floor)**

**Buffalo, New York 14202**

**A. APPLICATION FOR TRAINING CONTRACT (FORM DSS 3101)**

**PART I**

This application provides general information about the applicant organization and the proposal itself, including the contract period, total budget, unit cost, trainee data, and number of project staff. Trainee data should include the job responsibilities of trainees; e.g., casework supervisors, direct service staff, eligibility workers, etc. The application should be signed by both the Project Director and the individual authorized to sign for the institution.

If the proposal has no separate components, then list only the project title under "List Below the Separate Components of this Project".

**PART II**

This part of the application requests specific information to determine the type of organization that is submitting the proposal: small business, not-for-profit, women-owned, or minority owned.

Listed below are the definitions of these terms:

- A. A Small Business Concern is defined as a business or non-profit organization which is resident in New York State, independently owned and operated, not dominant in its field, and employs one hundred or less persons.

A Minority Business Enterprise (MBE) is defined as any business or non-profit organization which is at least fifty-one percent owned by, directed by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by, citizens or permanent resident aliens who are:

- a) Black persons having origins in any of the black African racial groups not of Hispanic origin;

- b) **Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;**
  - c) **Asian and Pacific Islander persons having origins in any of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands; and**
  - d) **American Indian or Alaskan Native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification; and such ownership interest is real, substantial and continuing. The minority ownership must have the authority to independently control the business decisions of the entity.**
- B. A Women-Owned Business Enterprise (WBE) is defined as any business enterprise or non-profit organization which is at least fifty-one percent owned by, directed by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are women, and such ownership interest is real, substantial and continuing.**

## APPLICATION FOR TRAINING CONTRACT

ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES

	CONTRACT PERIOD	PROJECT BUDGET
ORGANIZATION NAME, ADDRESS & TELEPHONE #	PROJECT ADDRESS AND TELEPHONE # (IF DIFFERENT)	
OFFICIAL AUTHORIZED TO SIGN CONTRACT (Name and Title)	PROJECT DIRECTOR	
OFFICIAL SIGNATURE	PROJECT DIRECTOR SIGNATURE	
ORGANIZATION'S FEDERAL TAX ID		
INCORPORATION (CHECK ONE)		
<input type="checkbox"/> INCORPORATED <input type="checkbox"/> NOT INCORPORATED		
Identify State in which Organization is incorporated	If not incorporated, check type of Organization	
if Organization is not incorporated in NY, is it authorized to do business in NY	<input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Other	
<input type="checkbox"/> Yes <input type="checkbox"/> No		
Check type of Corporation		
<input type="checkbox"/> Business <input type="checkbox"/> Membership <input type="checkbox"/> Religious <input type="checkbox"/> Other (please specify) <input type="checkbox"/> Not for Profit/NYS Department of State Charitable Registration Number <input type="checkbox"/> Or Exemption (please specify)		
CHECK ALL THE TERMS BELOW WHICH APPLY TO THE ORGANIZATION		
<input type="checkbox"/> Small Business <input type="checkbox"/> MBE (Minority Owned or Directed) <input type="checkbox"/> WBE (Women Owned or Directed)		
If Educational Institution, identify accreditation status and accrediting body		
List the Project Title		

**DSS-3101    Application for Training Contracts**

**Part II: Bidder Identification -**

**Please identify all of the terms below which apply to your organization:**

	<b>Yes</b>	<b>No</b>
<b>Non-Profit Organization</b>	_____	_____
<b>Small Business</b>	_____	_____
<b>Minority Business</b>	_____	_____
<b>Women-Owned Business</b>	_____	_____

**Are you incorporated? \_\_\_\_\_**

**a. If yes, in what State are you incorporated? \_\_\_\_\_**

**b. If you are not incorporated in New York, are you authorized to do business in New York? \_\_\_\_\_**

**What type of corporation are you?**

\_\_\_\_\_ **Business**  
\_\_\_\_\_ **Membership**  
\_\_\_\_\_ **Not for Profit**  
\_\_\_\_\_ **Religious**  
\_\_\_\_\_ **Other (please specify) \_\_\_\_\_**

**If you are not incorporated, you are a:**

\_\_\_\_\_ **Partnership**  
\_\_\_\_\_ **Sole proprietorship**  
\_\_\_\_\_ **Unincorporated association**  
\_\_\_\_\_ **Other (please specify) \_\_\_\_\_**

**What is your Federal Identification Number? \_\_\_\_\_**

**B. TRAINING ACTIVITIES LIST (DSS 3102-3)**

A separate "Training Activities List" DSS 3102-3 must be completed for each component of the proposal.

**Item 1 - Organization**

Enter the name of the educational institution/ organization.

**Item 2 - Project RFP Title**

Enter the project title from the RFP.

**Item 3 - Project Code (Office use only)**

**Item 3a - Contract Year**

Enter the entire period covered by the RFP.

**Item 4 - Total Cost**

Enter the total project cost from Section E of the Project Budget (DSS 3104-1).

**Item 5 - Training Activity**

A training activity is a course, workshop, or seminar or other deliverable to be offered by the contractor. The title of each activity, regardless of the number of offerings of the activity, should be listed once. Multiple offerings of the same activity need not be listed more than once. If a project consists only of curriculum or materials development, then list these deliverables here.

**Item 6 - Cost**

Each training activity within a project must be assigned an estimated cost. The sum of the estimated costs for the activities must equal the project cost listed in Item 4. Typical considerations in assigning costs would include percentage of total staff time devoted to the development and delivery of the activity, as well as any special considerations such as trainee travel, hiring of consultants or rental of facilities. If there are multiple offerings of the same activity, the cost should be for the total number of offerings.



**Item 7 - Number of Offerings**

Enter the number of times the particular training activity is to be offered.

**Item 8 - Number of Trainees**

Enter the total number of trainees to be trained through all the offerings of this activity. If the activity will be offered 10 times, with a class size of 25, then enter 250.

**Item 9 - Number of Days per Offering**

Enter the number of days that each of the trainees listed in Item 8 will receive. For example, if an activity is 7 hours in duration, then enter 1; if 14 hours enter 2. Note that 3.5 or less is considered .5 days.

**Item 10 - Training Days**

For each activity, multiply column 7 times column 9 to calculate training days.

**Item 11 - Target Group**

For each activity, enter the target population (child welfare workers, IM supervisors, etc.).

**Item 13 - Totals**

Totals should be provided for columns 6, 8, 10. The total of column 10 will be transferred to DSS 3103, column D (the Unit Cost Summary Form).

**Item 14 - Purpose of Project**

This section should contain a description of what training needs the project will address.

### 13. TOTALS

**UNIT COST SUMMARY** There are now separate Unit Cost Summary forms for educational components and training/organization development.

**UNIT COST SUMMARY (DSS 3103-1) – For Components 1 & 2 ONLY**

This Unit Cost Summary form is specially designed for education and degree programs. It should be completed for the each degree as well as the entire proposal.

- **Column A - Project Title**  
Enter the degree title.
- **Column B – Total Credit Hours**  
Enter the total number of credits hours to be earned by participants for the length of the project.
- **Column C - Total Direct Cost**  
Enter the total direct cost of the project.
- **Column D – Total Project Cost**  
Enter the total cost from the Training Activities List (DSS 3102-3).
- **Column E – Unit Cost/Credit Hour (Direct Cost)**  
Divide the total project cost (column C) by the total of credit hours (column B) to determine the direct cost per credit hour.
- **Column F - Unit Cost/Credit Hour (Total Project Cost)**  
Divide the total project cost (column D) by the total of credit hours (column B) to determine the direct cost per credit hour.

**Note:** The total amount in (column D) must equal the total cost of the project.

**PROJECT TOTAL**

**C. (cont.)**

**UNIT COST SUMMARY (DSS 3103) – For Components 3 & 4 ONLY**

One Unit Cost Summary, listing each activity on the Training Activities Lists (DSS-3182-3), should be completed for the entire proposal.

- **Column A - Project Title**  
Enter the project title.
- **Column B - Do not enter anything - "office use only".**
- **Column C - Total Cost**  
Enter the total cost from the Training Activities List (DSS 3102-3).
- **Column D - Training Days**  
Enter the total number of training days from column 10 of the DSS 3102-3 Training Activities List.
- **Column E - Unit Cost/Trainee Day**  
Divide the project cost (column C) by the total of Training Days (column D) to determine the overall project unit cost.

**Project Totals**

Divide the total of (column C) by the total of (column D) to determine the overall project unit cost.

**Note:** The total amount in (column C) must equal the total cost of the project.

**PROJECT TOTALS (C/D)**

**D. PROJECT/COMPONENT BUDGET**

This part of the proposal contains all estimated expenditures for the work to be performed under the project.

The project budget must consist of the following Department forms:

<b>DSS 3104</b>	<b>Project/Component Budget</b>
<b>DSS 3104</b>	<b>Personnel Cost</b>
<b>DSS 3104</b>	<b>Schedule of Estimated Equipment Cost</b>
<b>DSS 3104</b>	<b>Schedule of Estimated Consumable Supplies</b>
<b>DSS 3104</b>	<b>Schedule of Staff Travel, Consultant and Other Costs</b>
<b>DSS 3104</b>	<b>Schedule of Estimated Direct Trainee Cost.</b>

If your proposal has separate components, DSS 3104 forms must also be completed for each component.

- Accurate and consistent information will speed the review.
- All information provided in the budget section should be consistent with the information provided in the text of the proposal and on attached forms (e.g., the Training Activities List, Unit Cost Summary, etc.) and should be fully detailed showing how each of the various estimated costs was developed.
- Please be sure to check numerical calculations.
- If this is other than the initial version of a proposal, compare the budget to the previous version(s) for consistency. If other than first year project, compare to previous year(s).

## **BUDGET SPECIFICATIONS**

### **DSS 3104 - Project/Component Budget**

- Totals must be consistent with information provided on attached component sheets.
- Indirect Cost (Box D) (when applicable):
  - Use the proper rate approved by the Federal government. A copy of the current approved Indirect Cost Rate (ICR) agreement must be submitted with the proposal. The Department reserves the right to limit indirect cost reimbursement in cases where it believes the use of the negotiated rate would result in excessive reimbursement for indirect costs.
  - Apply the rate only to the base defined in your ICR agreement. (Some Modified Total Direct Cost agreements exclude certain costs, e.g., equipment. Such costs should be subtracted from total direct cost when multiplying the ICR by the direct costs.)
  - In some cases, contracts with not-for-profit organizations may include an overhead rate negotiated with the Department. This rate must be fully documented.
- Reimbursement to contractors are based on contractor expenditures clearly in support of project activities set forth in the contract and in conformance with applicable statutory and regulatory restrictions.
- The following items are not eligible for reimbursement irrespective of their relationship with the project activities under the AGREEMENT: advertising costs, except for recruitment of personnel or procurement of scarce items; capital expenditures for improvement or acquisition of facilities; entertainment costs, including social activities or cost of alcoholic beverages; interest cost, including costs incurred to borrow funds; costs of organized fund raising; costs for attendance at conferences or meetings of professional organizations, or workshops, seminars, or other training activities other than those the Contractor



has agreed to provide under the Contract, unless attendance is necessary in connection with the project and has been approved in writing in advance by the Erie County Department of Social Services; and costs for preparation of continuation agreements and other proposal development costs.

- The rate of reimbursement will depend upon the target training population and the funding sources appropriate to support the training. Bidders will be notified of the final rate of reimbursement upon proposal selection. Bidders who have two or more proposals selected may be required to combine them into one contract to facilitate execution.

#### **DSS 3104 - Personnel Cost**

- Fringes (Box D):
  - Show the fringe benefit rate(s) and the positions to which rate(s) apply.
  - Box D should contain a complete listing of the benefits included in this rate.
- Attach information on salary calculations if based on other than 12 month annual rates (Box E).
- If other than first year of project, provide information on the percentage of salary raises (Box E). Justification must be provided for raises: e.g., faculty-union negotiated.
- If you anticipate cost of living raises or merit raises, show these increases in base annual salary and salary charged to project.
- While salaries should generally be calculated as a percentage of annual salary, in certain instances it is allowable to use an hourly rate. In such case show the complete calculation (i.e. hours x rate) along with position title.

**Special Note:** Potential contractors are encouraged, where possible, to employ public assistance and care recipients on the proposed training projects. Contractors should identify positions targeted for this purpose within the personnel section of the project budget.

## SECTION I: PROJECT BUDGET

		PROJECT RFP TITLE	PROJECT TERM
SECTION I: SUMMARY OF ESTIMATED COSTS			
A. DIRECT COST OTHER THAN TRAINEE COST	1. Personnel		
	2. Fringe Benefits		
	3. Equipment		
	4. Consumable Costs		
	5. Staff Travel		
	6. Subcontractor/Consultant Cost		
	7. Other		
	8. TOTAL-Direct Cost other than Trainee Cost		
B. DIRECT COST TRAINEE	1. Stipends		
	2. Tuition and Fees		
	3. Travel and Per Diem		
	4. TOTAL-Direct Cost (Trainee)		
C. TOTAL	1. TOTAL-DIRECT COST (A8+B4)		
D. INDIRECT COSTS	RATE	<input type="checkbox"/> Yes - attach copy of agreement <input type="checkbox"/> No- attach explanation	
	CHECK ONE <input type="checkbox"/> Salary Base <input type="checkbox"/> Total Allowable Direct Cost <input type="checkbox"/> Other (explain in remarks below)	RATE	BASE
E.	TOTAL PROJECT COST (C+D)		
F.	AMOUNT TO BE REIMBURSED		
REMARKS:			

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#### **DSS 3104 - Schedule of Estimated Equipment Cost**

- Equipment is tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000.00 or more per unit.
- Be as specific as possible:
  - Clearly describe the item.
  - Include model number and specifications.
- Rental (Box B):
  - Clearly describe item. Include model number and specifications.
  - Indicate term of rental.
- Provide a justification for the purchase or rental of any equipment item.

Contractors are advised that the purchase of computer related equipment should conform to the current ECDSS standard for PC configuration. Specifics of this standard for computer equipment and software are noted on pages 24-25 of this document.

#### **PERSONAL COMPUTER SOFTWARE EXPENSES:**

All software should include the cost of installation and support at a site selected by Erie County Department of Social Services during the contract period. Statements indicating how the software can be supported after the contract period should also be included along with the estimated cost to the Department. All software programs must conform with existing department specifications or be approved through the Department of Social Services.

A.	PURCHASE COST ITEM DESCRIPTION	NUMBER OF ITEMS	UNIT PRICE	ESTIMATED COST
		TOTAL		
B.	RENTAL COST ITEM DESCRIPTION	NUMBER OF ITEMS	UNIT PRICE	ESTIMATED COST
		TOTAL		
TOTAL A+B				

**DSS 3104 - Schedule of Estimated Consumable Supplies**

- List reasonable detail for items to be purchased. Include the number of times to be purchased if available. Consumables are disposable personal property not meeting the definition of equipment.
- Provide details showing how the estimated costs were developed.
- The following page is only an example. Bidders should provide more specific information on actual items to be purchased and projected costs if it is available.

**TOTAL**

### **DSS 3104 - Schedule of Staff Travel, Consultant and Other Costs**

- **Travel (Box A):**
  - The Department will base its travel reimbursements on the policies and rates set forth by the NYS Office of the State Comptroller (See Appendix). Exceptions to DSS policy may be made only with the written authorization by the Erie County Department of Social Services and only when the exceptions are clearly defined and justified.
  - List mode of transportation for local travel (e.g., subway, personal auto); include purpose, destinations, number of staff, mileage rates if applicable, and total cost.
  - Estimate costs for extended and overnight travel with destination, number of staff, mode of transportation, travel cost, per diem cost, length of stay, and justification for such trips.
  - Conference attendance costs must be justified and approved in advance by the Erie County Department of Social Services.
  - Consultant travel should be in consultant category, not staff travel.
  - Trainee travel should be budgeted in the Direct Trainee Costs category.
- **Consultant Cost (Box B):**

This category includes institutions, individuals, or organizations external to the contractor which have entered into an agreement with the contractor subject to review and prior written approval by the Department to provide any services outlined in or associated with the contract, and whose services are to be funded under the contract budget. All such agreements are to be by bona fide written contract.

  - Use of consultants must be fully explained and justified (i.e. identify the courses in which consultants will be used and explain why they must be used).
  - Provide number of days and per diem rate. Also, state if travel, meals and lodging costs are included in per diem rate. If not, itemize these costs, if the



project is reimbursing travel costs to the consultant.

- Justify any rates over \$250 per diem.
- Sub-contracts or consultant agreements \$5,000 or more in value must have written approval by the Department prior to their execution.
- Other Costs (Box C):

These costs include items not specifically included in the aforementioned categories named on the budget sheets. These items are: telephone and communication; postage, shipping, delivery, and messenger services; insurance, service, maintenance, and repair costs for equipment; reprint permissions; reproduction, photocopying, and printing costs; audio-visual and print production costs; materials development costs; sub-contracts and temporary help; advertising costs for recruiting new hires; books, journals, and periodicals; computer time; library services; audio-visual services; keypunch services; facility rental; off-site rental; training space rental; and lab fees. Information should be given on the details of these costs, including information on how the estimated costs were developed and why these expenditures are required for successful project operation.

#### **DSS 3104 - Schedule of Estimated Direct Trainee Cost**

- Stipends
  - Student stipends will only be funded in extremely limited cases, and only if requested by the Department. In such cases, you should provide number of students, period of time, and amount per student.
- Tuition and fees:
  - Tuition and fees may be charged only for credit-bearing college courses, and only if project staff are not otherwise paid to present courses. In most cases, projects would not include tuition costs as most projects have a full or part time staff to provide the training and most training offered is non-credit.
  - Provide number of students, number of credits per student and amount per

**credit.**

- **Clearly justify any related fees such as student activity fees.**
- **Travel and per diem**
  - **Should be shown as in 3104 Schedule of Staff Travel (Box A), and may be charged only if the trainee and the trainee's employer are not covering this cost.**

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E. **TRAINING ACTIVITY SUMMARY (DSS-3856)** (for each training activity or course)

This one-page form should clearly and concisely describe the nature and scope of the activity. Activities should be responsive to the Department's training needs stated in the Request for Proposals. The form is divided into four parts:

**Project Identification:** Organization Name, RFP Project Code and Project Title

**Activity or Course Title:** This part should identify the particular course to be offered (e.g. "Supervisory Training for DSS Supervisors") or other activity (e.g. "Development of Supervisory Handbook").

**Target Group:** This part should contain a detailed description of the persons toward whom the course or activity is directed, including number, level, job title and program assignment within the agency. This information, which is necessary for proper allocation of training costs, may be obtained through consultation with local districts or state staff as appropriate. If the RFP describes the target group and expected number of trainees, the bidder should replicate this information on the form.

**Training Activity Description:** This part should include course objectives topics to be covered, training methodology, curriculum and materials to be developed and any special considerations.

A typical training project might include seminars or workshops on particular topics where the training needs described by the local district or the Department require short-term intensive training. The information provided must list the course objectives, describe the content, training format and structure of the activity and clearly state how the activity will accomplish the training objectives. The material should elaborate on and support the data contained in form DSS 3102-3 (Training Activities List). This section should include as much information on the content of the training as is reasonable.

If the project includes curriculum and materials development, describe the curriculum and how it will accomplish one or more of the objectives. Include a list of any instructional materials to be developed such as texts, manuals,

**workbooks, handouts, exercises, or audio-visual materials, and describe why these particular materials were chosen. Include a separate listing of materials or curricula to be used in training that were previously produced or are commercially available.**

---

**TRAINING ACTIVITY SUMMARY**

---

**ORGANIZATION:**

**PROJECT CODE:**

**PROJECT TITLE:**

**ACTIVITY OR COURSE TITLE:**

**TARGET GROUP:**

---

**Training Activity Description (Include topics to be covered; training methodology; curriculum and materials to be developed, if any; and special considerations)**

**COURSE TOPICS:**

**COURSE OBJECTIVES:**

**TRAINING METHODOLOGY:**

**CURRICULUM AND MATERIALS TO BE DEVELOPED:**

**SPECIAL CONSIDERATIONS:**

**F. PROPOSAL NARRATIVE**

This section of the narrative must describe the training project that would be conducted. Bidders should read the Request for Proposals closely for the expected project outcome, content of training, form and structure of training, number and types of trainees, and special considerations. This section must describe what training is to be accomplished and under what circumstances it will take place. The narrative must include information about the following five elements for each training activity:

- a) Training objectives
- b) Training course/activity description
- c) Training target group
- d) Curriculum materials development
- e) Schedule for delivery of training and delivery of materials and curriculum

These five items are described on the succeeding pages.

It is the bidder's responsibility to provide a clear and concise narrative description of project activities. Clarity is an important factor in the rating and acceptance of any proposal. A description of the elements that must be included within this part follows:

**a) Training Objectives**

This section should detail the specific training objectives for the activity in clear, measurable terms. The objectives should be susceptible to objective evaluation by the contractor, the State, and any outside evaluator. Whenever possible, objectives must be stated in terms of trainees' performance. This should include:

- 1) Learner: who will be performing the behavior.
- 2) Performance or behavior: what the trainees will be expected to do.

- 3) Level of performance, standard or criterion: how well the trainees are expected to do it. This might include in what percentage of cases they will be expected to perform the behavior.
- 4) Conditions: when or under what conditions they will be expected to do it.

Examples on following page.



**EXAMPLES:**

                    4  
Given information about a child and his/her family, a

  1                                2  
caseworker will be able to construct a case record as  
          3  
required under ADM 100.

          4                    1            
Without assistance, family day care providers will be  
                                2  
able to appropriately plan and record weekly menus  
                                3  
which utilize the basic food groups and meet USDA  
requirements.

                    4                    1  
After interviewing a client, an income maintenance  
                                   2  
worker should be able to identify and document the  
condition of a client who is disabled for placement  
                                3  
in the appropriate federal category of assistance.

                    4                    1  
Given computerized and other data, managers should be  
                                2  
able to analyze and interpret such data to assist them  
                                3  
in preparing the Annual Title XX Plan and in making  
long range policy decisions.

In addition to objectives dealing with trainee performance, bidders should also describe how meeting such objectives will result in overall changes and improvement in the performance of systems and organizations in which the trainees work and tell how these changes and improvements can be demonstrated.

**(b) Training Course/Activity Description**

This section should clearly describe the nature and scope of the activity. Activities should be responsive to the Department's training needs stated in the Request for Proposals.

A typical training project might include brief seminars or workshops on particular topics where the training needs described by the local district or the State requires short-term intensive training. In other cases, college courses might be required to meet the training needs. The information provided must describe the content, training format and structure of the activity and clearly state how they activity will accomplish the objectives detailed in Section (a). The material should elaborate on and support the summary data contained in forms DSS 3856 (Training Activity Summary) and DSS3102-3 (Training Activities List). This section should include as much information on the content of the training as is reasonable.

**(c) Training Target Group**

This section should contain a detailed description of the persons to be trained in terms of number, level, job titles, and program assignment within the agency. This information, which is necessary for proper allocation of training costs, may be obtained through consultation with local districts or State staff as appropriate.

**(d) Curriculum and Material Development**

Wherein the RFP calls for specific materials development, proposals should include a detailed description of the items. If the project includes curriculum and materials development, describe the curriculum and how it will accomplish one or more of the objectives. Include a list of any

instructional materials to be developed such as texts, manuals, workbooks, handouts, exercises, or audio-visual materials, and describe why these particular materials were chosen. Include separate listing of materials or curricula to be used in training that were previously produced or are commercially available.

**(e) Schedule for Delivery of Training and Delivery of Materials/Curriculum**

This section should include a description of the projected time frame for the activity and for all materials and curriculum to be developed. The information provided should be in sufficient detail to provide an appropriate basis for monitoring contract compliance throughout the life of the agreement. Any changes in dates for delivery of training and development of material and curriculum must be brought to the attention of the Department. Please note that all new curriculum and training materials must be delivered to ECDSS in draft at least six weeks prior to anticipated use. Be sure to allow for the time required to prepare and submit quarterly and final reports.

This part of the narrative should describe the project's approach to evaluation and the project's organization. In addition, this section is designed to provide an opportunity for the proposing organization to present information that it deems of significance to the Department in reaching its decision in selecting proposals. The narrative should address the following areas:

- a) Evaluation
- b) Description of job duties and project organization
- c) Implementation of affirmative action
- d) Expertise of contractor
- e) Project administration

**(a) Evaluation Requirements**

The bidder must describe plans for measuring the effectiveness of all proposed training efforts. These plans should result in a simple yet

effective evaluation system that provides information regarding trainee learning and accomplishments.

ECDSS has developed a set of minimum evaluation requirements to ensure that the timely and reliable information is reported to ECDSS and which will allow for the ongoing improvement of training. The evaluation reporting should comprehensively and objectively assess the effectiveness of the training and whether or not the major training objectives were met.

We recognize that for some training courses, some of the evaluation requirements may not be applicable. Accordingly, alternative evaluation proposals from contractors will be considered; however, requests must be made in writing and approved by ECDSS. These evaluation requirements represent minimum requirements that may be supplemented by either the contractor or ECDSS.

These requirements are based on standard evaluation methodologies frequently utilized for the type of training we fund, and are not intended to restrict you in your evaluation strategies.

For those who wish to propose an alternative evaluation plan, we will still require that the basic intent of these guidelines be met. The alternative plan must include provisions for obtaining (1) the reactions of every trainee in every course.

For those courses given at least three times, it must also (2) measure the learning achieved by the trainees whether that learning included increased knowledge, improved skills, or the modification of attitudes. It must also include (3) follow-up study to assess the value of the training to the agency or agencies whose staff receives the training. This should either improve job performance or provide measurable cost savings or both.

The following is a listing of the minimum evaluation requirements for all training projects funded by ECDSS. Evaluation instruments are considered part of any training curriculum and are subject to the same prior review and approval process. In addition, ECDSS may periodically conduct

an independent survey of trainees to assess the impact of training on job performance.

1. A post-course trainee reaction questionnaire is required for all participants in every course.
2. A pre- and post-test of trainee knowledge on the subject matter presented is required for all courses offered three or more times.
3. A ninety-day follow-up of a sample of trainees and supervisors to assess the impact of training on job performance must be conducted for all courses offered three or more times. The basic evaluation methodology, including a valid sampling plan, for accomplishing this must be included in the proposal.
4. A complete evaluation of all courses completed during a quarter must be included in the quarterly report for that period.
5. Each proposal must include an evaluation plan describing how these requirements are to be met for all training covered by the proposal.
6. Contractors should continually assess the training and evaluation efforts to ensure that they adequately address the training objectives.

**Evaluation instruments are considered part of any training curriculum and are subject to the same prior review and approval process.**

**(b) Description of Job Duties and Project Organization:**

An organization chart should be enclosed for the project showing reporting responsibilities for project staff.

A brief description of duties should be provided for each position included in the project, including a breakdown of staff time by administration, training, curriculum/materials development, support, and evaluation activities. This information should help structure the

responsibilities within the project, and will assist the Department in determining the organization's capacity to carry out the projected activities. A well-written description of duties will provide a framework for evaluating staff performance and for formally communicating job expectations to staff. A description of duties should provide information to support requested salary levels.

The following areas should be included in the description:

- Specific job duties and responsibilities.
- Accountability and reporting relationship.
- Educational requirements.
- Experience requirements.

(c) **Implementation of Affirmative Action**

In this section, the bidder should describe how the project will adhere to the Department's Affirmative Action policies found in Part I, Section L, of these Guidelines.

The bidder should complete a Staffing Plan for project staff and a separate plan for consultant/ subcontract staff, if applicable. A blank Staffing Plan form may be found on the next page, and definitions for protected classes may be found in the contract language in Appendix I of these Guidelines.

**Project Staffing Plan - Appendix D**

**Ethnic Categories**

**Black** (not of Hispanic Origin) - a person having origins in any of the black racial groups of the original peoples of Africa.

**Hispanic** - a person of Mexican, Puerto Rican, Dominican, Cuban, Central or South American, or either Indian or Hispanic origin, regardless of race.

**Asian or Pacific Islander** - a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the

Philippine Islands and Samoa.

**American Indian or Alaskan Native** - a person having origins in any of the original peoples of North America, and who maintains cultural identification through affiliation or community recognition.

**Disabled Person** - any person who (a) has a physical or mental impairment that substantially limits one or more major life activities; (b) has a record of such impairment, or (c) is regarded as having such an impairment.

**Vietnam Era Veterans** - any person who was in active Military Service between January 1, 1963 and May 7, 1975.

For the purpose of the staffing plan, the definitions of part time and full time employees are as follows:

**Part time** - any employee who is employed by the contractor on a part time basis or whose salary is only partially charged to the proposal.

**Full time** - a full time employee whose salary is completely charged to the project.

The bidder should attach to the Staffing Plan a list, by name and title, of each staff member already selected for project positions, and identify the protected class status applicable.

**Project Work Plan**

Complete as indicated.

**G. PROJECT SUMMARY (RFP-2000)**

Each course narrative (for Component 3 In-Service training and Component 4 projects only) **must be immediately followed** by a Project Summary form (RFP-2000) that includes a compilation of all information necessary to review and evaluate the proposal against similar proposals received from other contractors. The Summary matches information such as unit cost, consumables, personnel cost, as identified on various other required forms within the proposal. Use of this Summary will allow for a more expedient review process. Every course

presentation within a proposal would then be a self-contained unit with all information pertaining to each course presented as a complete entity. Completing this form does not eliminate the need for contractors to complete the other, more detailed forms required in the proposal.

Instructions for the completion of the Project Summary (RFP-2000) follow:

- first line of the form contains course identifying information: project title, RFP code, contractor
- Work Plan Milestones: present information as shown on required form DSS-3341 (Project Work Plan)
- Identify Trainer: list all trainers who will present the training event
- Consumables: this is a listing that should match the information shown in required form DSS-3104(section IV) (Schedule of Estimated Consumable Supplies
- Summary of Estimated Costs: Information presented here should match that of required form DSS-3104 (Project Budget) section A, C & D
- Total Project Cost line: this information should match what is presented on required form DSS-3103 (Unit Cost Summary)

#### H. PROFESSIONAL QUALIFICATIONS

Complete form DSS-3105 Biographical Search for each professional staff member to be employed on the project. For the Project Director and other key staff, a formal resume should also be attached. If staff has not yet been selected, then submit this information when staff is selected.

#### I. Schedule "A" PROPOSER CERTIFICATION

Complete form to acknowledge nature of proposal response and County right to refuse.



**SCHEDULE "A"**

**PROPOSER CERTIFICATION**

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie (the "County") and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County for the required services. The undersigned agrees and understands that the County is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County, its directors, officers, employees or agents unless an agreement is signed by a duly authorized County officer and, if necessary, approved by the Erie County Legislature, the Office of the County Attorney and/or the Erie County Fiscal Stability Authority.

It is understood and agreed that the County reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County reserves all rights specified in the Request for Proposals (RFP).

It is understood and agreed that the undersigned, prior to entering into an agreement with Erie County, will properly execute the County of Erie Standard Insurance, and that it will be complete and acceptable to Erie County.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

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*Proposer Name*

By:

---

*Name and Title*

## PROJECT STAFFING PLAN

ORGANIZATION:

PROJECT AMOUNT:

PROJECT TITLE:

TERM:

## PROJECT STAFF

STAFF	A. ALL PROJECT STAFF			B. ADMINISTRATIVE STAFF			C. TRAINING		
	TOTAL	F/TIME	P/TIME	TOTAL	F/TIME	P/TIME	TOTAL	F/TIME	P/TIME
1. TOTAL									
2. BLACK									
3. HISPANIC									
4. ASIAN OR PACIFIC ISLAND									
5. NATIVE AMERICAN									
6. OTHER									
7. FEMALE									
8. MALE									
9. VIET NAM VETERAN									
10. DISABLED									
11. PUBLIC ASSISTANCE RECIPIENT									

## CONSULTANT/SUBCONTRACTOR STAFF

STAFF	A. ALL PROJECT STAFF			B. ADMINISTRATIVE STAFF			C. TRAINING		
	TOTAL	F/TIME	P/TIME	TOTAL	F/TIME	P/TIME	TOTAL	F/TIME	P/TIME
1. TOTAL									
2. BLACK									
3. HISPANIC									
4. ASIAN OR PACIFIC ISLAND									
5. NATIVE AMERICAN									
6. OTHER									
7. FEMALE									
8. MALE									
9. VIET NAM VETERAN									
10. DISABLED									
11. PUBLIC ASSISTANCE RECIPIENT									

## PROJECT WORK PLAN

ORGANIZATION	LIST MAJOR STEPS IN THE IMPLEMENTATION OF THIS PROJECT AND THE MONTH IN WHICH THEY WILL OCCUR											
ACTIVITY/MILESTONE	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG

## Project Summary

<b>PROJECT TITLE:</b>		<b>PROJECT CODE:</b>	
<b>ORGANIZATION:</b>			
<b>Work Plan Milestones:</b>  <b>Conduct Needs Assessment:</b> <b>Draft Curriculum:</b> <b>Curriculum Reviewed by HRD Program Area:</b> <b>Conduct Training:</b> <b>Submit Evaluations:</b>		<b>Timeframes: (Month/Year)</b>          	
<b>Identify Trainer(s):</b>			
<b>Consumables Description:</b>	<b>Number of Items</b>	<b>Unit Price</b>	<b>Estimated Total Cost</b>
<b>Summary of Estimated Costs:</b>	Personnel		
	Fringe Benefits		
	Equipment		
	Consumables		
	Staff Travel		
	Subcontractor/Consultant Costs		
	Other		
	Total Direct Costs		
	Total Indirect Costs		
<b>TOTAL PROJECT COST     ÷</b>	<b>NUMBER OF TRAINING DAYS                     =</b>		<b>UNIT COST/TRAINEE DAY</b>

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**PART 4**  
**STANDARD CONTRACT LANGUAGE**  
**FOR TRAINING CONTRACTS**

**This contract language is current at the time of Guidelines publication. The Department reserves the right to update and modify the language as necessary prior to contract execution.**

**CONTRACT BETWEEN**

**ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES**

**AND**

**CONTRACTOR**

THIS CONTRACT, entered into on this \_\_\_\_ day of \_\_\_\_, 2016, by and between the County of Erie through the Department of Social Services, hereinafter "Department" with offices at 95 Franklin Street, Buffalo, New York 14202, and Contractor hereinafter "Contractor," with offices in \_\_\_\_\_, New York.

**WITNESSETH:**

WHEREAS, the Department is desirous of improving the professional competence of its staff in work-related areas, and

WHEREAS, the Department is desirous of providing upward and lateral mobility throughout said agency for its staff through access to degree programs and in-service training, and

WHEREAS, the Contractor has submitted a proposal, attached hereto as Appendix "A," provide the services required by the Department and

WHEREAS, the Contractor has the facilities, personnel, equipment, experience and expertise to provide the services required hereunder, and

WHEREAS, this Contract has been authorized, pursuant to a Resolution, a copy of which is attached hereto as Appendix "B," granted by the Erie County Legislature.

NOW, THEREFORE, the parties hereto mutually agree as follows:

**1. TERM**

1.1. This Contract shall run from the 1st day of \_\_\_\_\_, 20\_\_ through the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .



1.2. This Contract is executory only to the extent of the monies available to the Department and the County of Erie for the performance thereof and appropriated therefore and the Department and/or the County of Erie shall incur no other liability on account of this Contract in this or any subsequent year of the Contract.

**2. CONTRACTOR RESPONSIBILITIES**

2.1. The Contractor undertakes and agrees to render all the services, training of Department personnel, reports, recommendations and other data set forth in Appendix "A" attached hereto.

**3. DEPARTMENT RESPONSIBILITIES**

3.1. Except as provided below, the total cost of this Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

3.2. In consideration of the Contractor's satisfactory performance of the services described in this Contract, the Department agrees to pay to the Contractor all allowable project expenditures in accordance with 45 CFR, Part 74 and with the budget contained in Appendix "A" attached hereto, up to a maximum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

3.3 It is the intent of the Department to pay to the Contractor only the sum of the funds committed as Federal Financial participation which shall be a maximum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_); and the Department's liability shall be limited to that amount.

3.4. Under no circumstances shall the liability of the Department and the County of Erie, under this Agreement, exceed Dollars (\$\_\_\_\_\_). The remaining \_\_\_\_\_ Dollars (\$\_\_\_\_\_) shall be provided by the Contractor and shall be derived from non-federal funds.

3.5. The Contractor agrees that any and all work performed outside the scope of this Contract shall be deemed by Department to be gratuitous and not subject to any reimbursement by Department or the County of Erie.

3.6. Department shall make payments to the Contractor hereunder as follows:

3.6. (A) within thirty (30) days of the execution of the Contract, Contractor may submit

invoice for a sum equal to twenty-five (25) percent of the Contract price quoted in sub- paragraph 3.2 hereinabove. Payment shall be made only upon receipt of said invoice.

3.6. (B) The balance, equal to seventy-five (75) per cent of the Contract price, shall be payable within a reasonable time upon receipt of vouchers submitted on forms acceptable to the Department and the County of Erie in payments not to exceed the value of services rendered to the Department up to the date on which an invoice is submitted and not previously paid.

**4. INDEPENDENT CONTRACTOR**

The Contractor agrees to perform its services herein as an independent contractor and neither it nor any of its employees shall be or hold themselves out to be employees of the Department and/or the County of Erie.

**5. CONFIDENTIALITY**

The Contractor agrees that all client information obtained in the course of its performing services hereunder is confidential and shall not be disclosed to anyone other than authorized governmental agencies without the written consent of the Department. Statistical data and project reports, excluding specific client history, compiled by the Contractor during this project, may be published by the Contractor.

**6. FINANCIAL RECORDS**

The Contractor agrees to keep and upon request, make available to the State of New York, the Erie County Comptroller or their designees, its financial and other records of funds paid to it and the services performed by it hereunder, for six years after the Contractor receives final payment for the services to which they relate.

The State of New York, the Erie County Comptroller or their designees may, at their option, audit and/or examine the books and records of the Contractor pertaining to this Contract.

**7. INDEMNIFICATION AND INSURANCE**

7 The Contractor agrees and undertakes to hold both the Department and the County of Erie and their officials, employees and volunteers, harmless and to indemnify the same against any and all liability, claims or damages resulting from any work performed,

material handled and services rendered by any person or persons who are officials, professionals affiliated with or employees of the Contractor arising from any services to be provided hereunder.

7.1. The Contractor agrees to secure and maintain in force for the duration of this Contract the coverage, excepting professional liability, set forth in classification "C" of the Erie County Standard Insurance Certificate.

#### **8. APPLICABLE LAWS**

The Contractor agrees to comply with all the applicable laws, rules and regulations of the State of New York and the County of Erie and particularly the labor laws and the laws prohibiting discrimination.

#### **9. EXECUTIVE ORDERS**

Pursuant to New York Executive Order 38, issued January 18, 2012, and as prescribed by State regulations promulgated thereunder, should the Consultant/Contractor/Agency be considered a covered provider thereunder, the Consultant/Contractor/Agency shall comply with all reporting obligations contained in such regulations. Reporting obligations include, but shall not be limited to, the submission of a completed EO 38 Disclosure form for each reporting period. Such forms shall be submitted in the manner and form specified by the State agency(ies) providing funds through this Agreement. All such reporting shall be made directly to such funding State agency(ies). The County shall not be responsible for receiving or forwarding such reports to State agencies. In addition to compliance with State regulations applicable thereto Consultant/Contractor/ Agency shall comply with all substantive requirements of Executive Order 38, including the cap on certain executive compensation and required minimum percentage payments for direct care services. Evidence of such compliance shall be submitted to the County on an annual basis.

During the term of this Contract, the Contractor shall comply with Erie County Executive Order 13 (2014), and the Contractor shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, its offices and facilities, for

the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

**10. ACCOUNTABILITY**

The Contractor shall be fully accountable for its performance hereunder and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction, act or omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Contract or its performance.

**11. NON-DISCRIMINATION**

11.1. The Contractor agrees to observe and comply with the Civil Rights Act of 1964 as amended, Executive Order 11246 entitled "Equal Employment Opportunity" and regulations issued thereunder by the Department of Labor contained in the 41 CFR Part 60.

11.2. The Contractor agrees to ensure that no person shall, on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any activity funded in whole or in part with funds made available under this Agreement. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall apply to any such program or activity.

11.3. The Contractor agrees to observe all applicable regulations issued by the Department of Health and Human Services in implementing the Rehabilitation Act of

1973 contained in CFR Parts 84 and 85 entitled "Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal and Financial Participation."

**12. ASSIGNMENT**

Neither this Contract nor any rights or obligations hereunder may be assigned by the Contractor without the written consent of the Department.

**13. SUBCONTRACTS**

The Contractor herein agrees not to enter into any subcontract for the performance of the obligation entered into herein without the prior written approval of the Department. All agreements between the Contractor and subcontractors shall be by bona fide written contract. The Department shall have the right to approve each and every subcontract prior to giving written approval to the Contractor to enter into the subcontract.

13.1 Sub-contractor shall, at its own expense, maintain insurance of the types and in the amounts specified below or in a type and amount as required by the Department.

- a) Workers' Compensation (including occupational disease) and Employer's Liability: Statutory New York State Limits. Employers' Liability minimum limit of \$1,000,000;
- b) Disability Benefit Insurance as mandated by State law;
- c) Commercial General Liability: Bodily injury, Personal Injury, and Property Damage with minimum limit of \$2,000,000 per occurrence and \$5,000,000 aggregate. Limit may be provided through a combination of primary and umbrella/excess liability policies;
- d) Auto Liability (if applicable): \$2,000,000 combined single limit Bodily Injury/Property Damage per each accident (including owned, hired, leased and non-owned autos);
- e) Professional Liability (medical care, if applicable): Limits of liability greater than \$1,000,000 each claim and \$3,000,000 aggregate.

This insurance shall be written by a company licensed to do business in New

York State with a minimum A.M. Best rating of A-IX.

Sub-contractor shall notify Contractor by registered mail thirty (30) days prior to termination or material change of any policy.

If Sub-contractor fails to maintain Insurance, Sub -Contractor shall promptly notify Contractor. Contractor and Department reserve the right to issue a stop-work order until Sub-contractor is in compliance with the above requirements.

Contractor and Department shall be named as primary and non-contributory additional insured's. Sub-contractor and Contractor shall provide evidence of such in the form of Certificates of Insurance upon request. If self-insured, these certificates should note any self-insured/deductible amounts for each policy.

Sub-contractor and Contractor waive all rights of subrogation to the extent damages are covered by the above described policies.

**14. AMENDMENT**

This Contract may be amended in writing only upon the mutual consent of the parties.

**15. TERMINATION**

15.1. Department may terminate this Contract upon thirty (30) days written notice to the Contractor. Contractor shall be reimbursed for all non-cancelable commitments up to date of termination.

15.2. This Contract may be terminated at any time upon the mutual consent of the parties.

**16. EQUIPMENT**

16.1 Title to all equipment purchased under this Contract and Contracts previously executed between the parties rests with Department upon acquisition. Said equipment must be disposed of in accordance with the instructions of Department.

16.2. Equipment in the Contractor's care is the responsibility of the Contractor. The Contractor agrees to maintain an inventory of all equipment purchased pursuant to this Contract and Contracts previously executed between the parties and to take proper and adequate precautions to maintain said equipment in good repair and to prevent damage and theft.

16.3. Equipment is tangible personal property having a useful life of more than one year and an acquisition cost of five hundred dollars (\$500.00) or more per unit.

**17. PROCUREMENT CONTRACT**

This is a procurement contract with Erie County through the Erie County Department of Social Services, paid for in whole or in part with Federal funds. The vendor is not considered to be subrecipient of Federal assistance funds for the purpose of OMB Circular A-128 and A-133.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year above first written.

Approved As To Content

Erie County Department of  
Social Services

\_\_\_\_\_  
Staff Development Coordinator

\_\_\_\_\_  
Commissioner or Designee

\_\_\_\_\_  
Erie County Executive or  
Designee

Approved As To Form  
Department Attorney

Contractor

\_\_\_\_\_  
STATE OF NEW YORK)  
COUNTY OF ERIE )

On the      day of      , 20      , before me personally came      to me known, who being duly sworn by me, did depose and say the he/she resides at that he/she is the      of the Contractor herein and who executed the foregoing instrument and he/she has been duly authorized by the Board of Directors of said Corporation to execute the foregoing instrument on behalf of said Corporation and the he/she signed his/her name thereto for the purpose and uses therein described.

\_\_\_\_\_  
Notary Public



### Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together " Equal Pay Law"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

\_\_\_\_\_  
Signature

Verification

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_) SS:  
A)

\_\_\_\_\_, being duly sworn, states he or she is the owner of (or a partner in) \_\_\_\_\_, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)  
\_\_\_\_\_, being duly sworn, states that he or she is the Name of Corporate Officer \_\_\_\_\_, of \_\_\_\_\_, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_\_\_

**ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES**

**APPENDIX A**

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the County.

II. This contract shall be deemed executory only to the extent of money available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County of Erie beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended, that:

- (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
- (b) the wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law.
- (c) the minimum hourly rate of wage to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - 1) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than -
    - (a) the stipulated wage scale as provided in Labor Law, Section

**220, subdivision 3, as amended, or**

- (b) less than the stipulated minimum-hourly wage scale as provided in Labor Law, Section 220-d, as amended.**

**IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e as amended, that -**

- (a) In hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.**
- (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin.**
- (c) There may be deducted from the amount payable to the contractor by the County under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and**
- (d) This contract may be canceled or terminated by the County and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and**
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the County of Erie.**

**V. During the performance of this contract, the contractor agrees as follows:**

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.**
- (b) If directed to do so by the Commissioner of Human Rights, the contractor will send to each labor union or representative of workers with which the contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commissioner of Human Rights of such failure or refusal.**
- (c) If directed to do so by the Commissioner of Human Rights, the contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.**

- (d) The contractor will state, in all solicitations or advertisement for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability or marital status.**
- (e) The contractor will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminatory clauses and such sections of the Executive Law, and will permit access to the contractor's books, records and accounts by the State Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.**
- (f) This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner of Human Rights that the contractor has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until the contractor satisfies the State Commissioner of Human Rights that the contractor has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such findings shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been afforded the contractor to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.**
- (g) The contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be**

binding upon each subcontractor or vendor as to operations to be performed within the County of Erie. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the contracting agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the State Commissioner of Human Rights or the contracting agency, the contractor shall promptly so notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

VI. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the proposed of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
- 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) a bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed Statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the

purchasing unit of the County public department or agency to which the bid is made, or his designee, determined that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publications of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within meaning of paragraph VI (a).

VII. The agreement shall be void and of no force and effect unless the contractor shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provisions of the Worker's Compensation Law.

VIII. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law and the regulations of the Comptroller of the State of New York promulgated thereunder, the contractor agrees, as a material condition of the contract:

- (a) That neither the contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the provisions of the United State Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder;
- (b) That if the contractor or any substantially owned or affiliated person, firm, partnership or corporation has been convicted or subjected to a final determination by the United States Department of Commerce or any other appropriate agency of the United States of a violation of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder, the contractor shall notify the Comptroller of such conviction or determination in a the manner prescribed by the Comptroller's regulations.

(Revised March 1982)

## **APPENDIX B**

**For the purpose of the AGREEMENT, the following definitions shall apply:**

- 1. Minority Business Enterprise - any business enterprise which is at least fifty-one per centum owned by, or in the case of a publicly owned business, at least fifty-one of the stock of which is owned by, citizens or permanent resident aliens who are Black, Hispanic, Asian and Pacific Islander, or American Indian or Alaskan Native, and such ownership interest is real, substantial, and continuing. The minority and women-owned ownership must have and exercise the authority to independently control the business decisions of the entity.**
- 2. Women-owned Business Enterprise - any business enterprise which is at least fifty-one per centum owned by, or in the case of publicly owned business, at least fifty-one per centum of the stock of which is owned by citizens or permanent aliens who are women, and such ownership interest is real, substantial and continuing.**

**For the purposes of this contract, it is understood that the definition of protected class is:**

**Legally identified groups that are specifically protected by statute against employment discrimination. Protected class encompasses minorities, women, Vietnam Era Veterans, disabled persons and others by virtue of the law or court decisions interpreting the law.**



## **Definitions of Specific Categories of Protected Class:**

### **1. Ethnic Categories**

**Black** (not of Hispanic Origin) - a person having origins in any of the black racial groups of the original peoples of Africa.

**Hispanic** - a person of Mexican, Puerto Rican, Dominican, Cuban, Central or South American or either Indian or Hispanic origin, regardless of race.

**Asian or Pacific Islander** - a person having origins in any of the original peoples of North America, and who maintains cultural identification through affiliation or community recognition.

### **2. Disabled Person - any person who (a) has a physical or mental impairment that substantially limits one or more major life activities; (b) has a record of such impairments, or (c) is regarded as having such impairment.**

### **3. Vietnam Era Veterans - any person who was in active Military Service between January 1, 1963 and May 7, 1975.**

## **REIMBURSEMENT TO CONTRACTORS**

### **General Rule:**

Reimbursements to contractors shall be based upon actual contractor expenditures clearly in support of project activities set forth in this AGREEMENT and in conformance with applicable statutory and regulatory restrictions.

### **Ineligible Items:**

The following items are not eligible for reimbursement irrespective of their relationship with the project activities under this AGREEMENT: advertising costs, except for recruitment of personnel or procurement of scarce items; capital expenditures for improvement or acquisition of facilities; entertainment costs, including social activities or cost of alcoholic beverages; interest cost; including costs incurred to borrow funds; costs for organized fund raising; costs for attendance at conferences or meetings of professional organizations, or workshops, seminars, or other training activities other than those the Contractor has agreed to provide under the AGREEMENT, unless attendance is necessary in connection with the project and has been approved in writing in advance by the Office of Human Resource Development ; and costs for preparation of continuation agreements and other proposal development costs.

### **Specific Criteria:**

Based upon the General Rule regarding reimbursement set forth above and consistent with the terms of this AGREEMENT, the following specific criteria relate to reimbursable items under this AGREEMENT.

### **Equipment:**

Equipment is tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

### **Consumables:**

Consumables are disposable personal property not meeting the definition of equipment.

### **Staff Travel:**

The Department will base its travel reimbursements on the policies and rates set

forth by the NYS Office of the State Comptroller. Exceptions to DSS policy may be made only with the written authorization by the appropriate ECDSS staff, and only when the exceptions are clearly defined and justified.

**Consultant:**

This category includes institutions, individuals, or organizations external to the Contractor that have entered into an agreement with the Contractor subject to review and prior written approval by the Department to provide any services under the contract budget. Any agreement or series of agreements during the contract term must receive prior written approval from ECDSS. All such agreements are to be by bona fide written contract. The Contractor must receive such approval prior to executing the sub-contract or consultant agreement, prior to implementing any activity under its terms, and prior to expanding contract funds for the agreement. If the contractor does not receive such approval, it will assume full responsibility for any related expenditures.

**Trainee Costs:**

Trainee travel and per diem reimbursements may be provided to trainees only if such funds are included in the project budget, and only if the trainee and the trainee's employer are not providing these costs.

**Other:**

These costs include items not specifically included in the aforementioned categories named on the budget sheets. These items are: Telephone and communication; postage, shipping, delivery, and messenger services; insurance, service, maintenance, and repair costs for equipment; reprint permissions; reproduction, photocopying, and printing costs; audio-visual and print production costs, materials development costs; sub-contracts and temporary help; advertising costs for recruiting new hires; books, journals, and periodicals; computer time; library services; audio-visual services; keypunch services; facility rental; off-site rental; training space rental; lab fees.

**PART 5**  
**GUIDELINES FOR TRAINING CONTRACTS**  
**CONTRACT IMPLEMENTATION**

**A. Record Keeping**

Contractors are required to maintain current and accurate records of project activities. This includes time records for project employees as well as other fiscal and accounting records in order to show the status of costs incurred under contracts.

Records must adequately identify the use of funds for contract activities. Accounting records must be supported by documentation and show a clear "audit trail" for all funds received and disbursed. These records must be retained for a fixed period of time as required by each contract, usually six years.

**B. Purchase of Equipment**

For the purpose of these training contracts, equipment is defined as any tangible personal property having a useful life of more than one year and an acquisition cost of \$1000 or more per unit. As stated in the standard contract language, any equipment purchased with project funds remains the property of the Erie County Department of Social Services. Accordingly, all equipment must be returned at the end of the contract in which it was purchased. In the event a contractor is awarded a new contract for the following year, the contractor can keep, at the Department's discretion, those equipment items that are necessary in the performance of the new contract. Additionally, it is the Department's intention that equipment purchased with contract funds be used solely for work described in the contract work plan. If the equipment is used on other contracts, including other Department contracts, the cost of the equipment must be distributed among those contracts.

Contractors must maintain adequate records on all equipment purchases and account for such equipment in accordance with inventory requests from the Erie County Department of Social Services. To this end, contractors must complete and submit a Training Contractor Equipment Inventory Form with vouchers that claim reimbursement for purchased equipment. This includes any equipment

purchased by subcontractors. Additionally, ECDSS will request, on a periodic basis, an update of the equipment inventory and will require corresponding model and serial numbers. Equipment in the contractor's care is the contractor's responsibility, and adequate precautions should be taken to maintain the equipment in good repair and to prevent damage or theft. Contractor should carry adequate insurance to cover damage and losses. If any equipment is damaged or lost it is the contractor's responsibility to inform ECDSS of this situation as soon as possible.

**C. Training Logistics and Support Services**

While the County encourages its contractors to make use of State or County facilities whenever possible, ECDSS cannot guarantee the availability of such space for all training activities. It is the responsibility of the contractor to determine, through consultation with ECDSS staff, if facilities are available. If County space is not available, the contractor should make arrangements for the use or rental of other training facilities.

**D. Review and Crediting of Training Material**

Contracts sometimes call for the development of new curricula and training and evaluation materials. All materials developed must be delivered to ECDSS in draft at least forty-two (42) calendar days in advance of anticipated use. ECDSS will review all materials and curricula and will provide a written response to the contractor. Only materials with prior written approval are to be used for training. Contractors are generally allowed to copyright such materials, but the Department retains the right to utilize such materials for its own purpose. The fact that materials were produced under a Department contract must be specifically acknowledged in the materials. The form of such an acknowledgement will vary, depending on the nature and use of the materials. The specifics of such acknowledgement must be approved in advance by appropriate ECDSS staff. Additionally, revenue generated by the contractor from the services, supplies, and any other activities or materials resulting from the

project including but not limited to that which is copyrighted, shall be subject to utilization by the Department to offset the financial obligation of the Department.

**E. Curriculum Development**

Contractors are required to submit a formal written curriculum 42 days prior to the delivery of training. A curriculum is a planned sequence of learning activities designed to achieve the goals and objectives of the training program. When submitting curricula for Human Resource Development review and approval prior to delivery of training, the following elements are required:

**Rationale**

- In one paragraph explain the purpose of or goal of the training session.

**Objectives**

- List the specific objectives for the session in question.
- Phrase the objectives in behavioral terms, stating what new skills, knowledge or attitudes relative to appropriate competency statements, the trainees will be able to demonstrate by the end of the session, and how they will be demonstrated.

**Key Concepts**

- Identify the key concepts to be presented and provide an outline indicating the sequence of their presentation.
- If competency based, indicate the association between the key concepts/activities and the related competencies.

**Organization**

- List the individual sections of the training.
- Describe the format, sequencing and time frames to promote learning and application on the job. Indicate how the sections integrate into a congruent whole.

**Methods/Activities**

- Describe in detail the training methods and group activities to be used

during the session, e.g. role-plays, small group discussions, films.

- Provide focusing questions to be used with films, group discussions, etc.
- Indicate what pre-training activities will occur that prepares the learners or that are incorporated into the training delivery.
- Indicate what post-training activities will occur to support the application of the training concepts to the workplace: contracting, coaching, etc.

#### **Handouts**

- Include samples of any materials to be distributed during the session, e.g. worksheets, exercises, reading material.

#### **Resources**

- Include a bibliography of resources utilized during the session's development, including names of consultants when appropriate.

#### **Evaluation**

- Provide a copy of the evaluation instruments that will measure whether the training has improved the knowledge, skills and awareness of the trainees and the degree to which the content has been applied on the job.
- Include pre- and post-tests, follow-up survey or transfer-of-learning instruments, if applicable.

#### **F. Project Staffing**

Contractors must identify, for prior written approval of ECDSS, the person(s) responsible for directing the work to be done under the contract as well as other principal project personnel. This should include name, title, annual project salary, percent of project effort, and resume. No change or substitution of any such project personnel will be made without prior written approval from ECDSS. ECDSS should be kept informed of vacant project positions and steps being taken to fill those positions.

A complete set of billing procedures and billing forms will be sent once a bid has been accepted by the department.





**PART 6**  
**PROPOSAL CONTENT**  
**EDUCATION, TRAINING AND ORGANIZATIONAL DEVELOPMENT COMPONENTS**

## **Content**

There are four Components that constitute this project. Components 1 and 2 will include course work and field experience, if required. Field experiences will be arranged whenever feasible. The vendor will provide faculty for field instruction.

All courses will be offered after working hours (evenings and weekends) permitting candidates to work full time for ECDSS. Instruction leading to a degree will take place on the campus of the vendor institution.

It is expected that candidates for Professional and Master's degrees (Component 1) will be able to complete their studies in 2 to 4 years and bachelor's candidates (Component 2) in 6 to 8 years depending on starting levels.

Component 3 courses will be given on-site at ECDSS facilities, usually during normal business hours or off-site at a location provided by the vendor.

These courses will address specific topics/subjects identified by management as needed for skills development.

Contractors will conduct "needs assessments" with designated staff for specific courses, if deemed necessary by the Department. This will assure that the targeted group will receive instruction in the exact curriculum necessary to meet their training needs.

Bidders are advised that the material being presented is in guideline format, for Component 3. Training programs listed are in summary format. The Department and the Contractor will negotiate the training curriculum. Wherever possible, the Department will utilize a curriculum that was previously developed by the Contractor for another purpose. In other instances it will be necessary for the Contractor to develop a curriculum that is geared to the specific needs of the Department.

### **Expected Project Outcome**

**Components 1 & 2.** the overall expectation of this project is that ECDSS staff will have the opportunity to pursue studies towards degrees listed as Components 1 and 2 below. Degrees are limited to areas of study directly related to the work of the Department of Social Services. This may restrict choice of concentration and/or electives and internships in certain degree programs. The number of individuals to be considered for participation and approximate number of credit hours in each degree program is stated after each listing. Proposals that are submitted with numbers of individuals differing from those cited are negotiable with the Department. The degree programs will be open to employees from all federally-participating program areas.

### **Component 1**

- 1.1) Master's in Social Work (MSW) (10) (180 credit hrs.)
- 1.2) Master's in Public Administration or Human Services Administration (10) (150 credit hours)

### **Component 2**

- 2.1) Bachelor's in Social Work (7) (105 credit hrs.)
- 2.2) Bachelor's in Business Administration (12) (120 credit hours)
- 2.3) Associate/ Bachelor's Degree in Community and Human Services (17) (255 credit hours)
- 2.4) Associate/Bachelor's Degree in Business / Management / Economics (18) (270 credit hours)

**Component 3.** which is the in-service portion of this project, will allow for staff members to increase job skills proficiency. The approximate number of individuals and the approximate numbers of days/hours the training should be conducted is noted after each course summary.

**Component 4** is an organizational development section that addresses the ongoing administrative needs of the department with respect to reorganization and development. Its purpose is to improve the department's organizational structure and provide more effective and efficient services in carrying out the mission of this agency.

Proposals responding to Components 1 and 2 (education) of this RFP must be submitted as a separate document from those proposals submitted in response to Components 3 & 4 (in-service training and organizational development). Proposals for Components 1 and 2 are in correlation to a one year contract with an option to renew for 2 additional years.

### **Special Considerations**

The following will summarize the project requirements:

1. Vendor will cover all costs of the training including tuition, fees and books, and student advisement.
1. Courses for Components 1 and 2 will be offered after regular agency working hours (8:30AM - 5:00PM weekdays).
2. Candidates will be selected by ECDSS but will have to conform to admission requirements and procedures of each vendor institution. They will have to maintain whatever minimum grade requirements the institution may provide for its other students.
3. Faculty will be provided by the vendor.
4. Courses for Component 3 will usually be offered during regular working hours (8:30AM - 5:00PM weekdays) on the premises of ECDSS.
5. Payment will be made through ECDSS direct vouchering system following standard billing procedures.
6. Title I of the Americans with Disabilities Act of 1990 prohibits discrimination against qualified individuals with disabilities. Pursuant to this law, it is required that reasonable accommodation be made to the known disability of a qualified applicant or employee.
7. All required reporting obligations mandated within New York Executive Order 38, issued January 18, 2012, if applicable, must be met. Evidence of such compliance shall be submitted to the County on an annual basis.
8. The Contractor shall comply with Erie County Executive Order 13 (2014): Equal Pay Certification.
9. Any contracts resulting from proposals submitted in response to this RFP will not be required to retain any staffing patterns, salaries, or benefits created by previous contracts. Erie County Department of Social Services reserves the right to institute a hiring process at the beginning of any newly executed contract. Erie County Department of Social Services has

**Final approval of any and all staff hired through any contract resulting from this RFP.**

- 10. Awarded contracts relating to any components on the RFP are in correlation to a one year contract with an option for 2 (two) additional years.**
- 11. All Sub-contractors shall, at the sub-contractor's expense, maintain insurance of the types and in the amounts specified by the County and the Department.**

**The following are the in-service courses and organizational development requests and a brief synopsis of what should be included in their content:**

### **COMPONENT 3 - IN-SERVICE TRAINING**





### **DEPARTMENT-WIDE ENHANCING SKILLS**



### **3-D.1 - PROFESSIONAL CONFERENCE**

**Rationale:** The culture of the department is in a state of constant change due to cost allocations and regulations that change at the federal and state level.

Conference workshops should incorporate emerging information and systems currently used in the social services field and meet the mission, vision and values of the department.

**Outcome:** Conference workshops and keynote speaker should mirror Erie County Department of Social Services' expectations in the area of professional growth for its staff and culture change within the department. Workshops should be a learning experience, which creates a better understanding, and contribute towards the enhancement of skills defined by the department's Core, Specialized and Related competencies.

Competencies that could be relevant to the delivery will be clearly identified when theme or outcome is established by department but could include:

- Professionalism/Team Role; Culture and Diversity Human Services.
- Family Violence; Assessing Child Maltreatment;
- Serving Minor Parents; Collaborative Inter-disciplinary Services to Families.
- Time/Stress Management; Personal Safety.
- Assessing Developmental Disability and Delay;
- Employment-Related Health Services; Mental Illness in Adults/Families.
- Substance Abuse.
- Writing Skills for Case Documentation; Professional Development; Strategic/Tactical Planning and Decision Making; Team Development/Facilitation; Effective Use of Power; Management of Change; Management of Conflict.

The contractor should reference the department's Core competencies, Specialized, as well as the Related competencies. These competencies are

on file in the Human Resource Development Division (HRD) of the Erie County Department of Social Services and are available upon request.

**Evaluation:** Level one evaluation to measure perceptions of training.

Level two evaluation to measure transfer of learning

**Target group:** All Department Staff

**Specifications:** The contractor will be responsible for details such as securing the conference site and arrangements for each day, developing conference brochures and packets, registration, and day of conference activities such as providing representatives at the reception table and troubleshooting site accommodation problems and issues. Handouts and training materials should be factored into this proposal. The process of planning, designing and delivering this conference should include any department established committee/workgroup created for development of conference, a representative from the contractor and the assigned Human Resources Development Division (HRD) Liaison.

**Includes:** Keynote Speaker, Workshop Presenters, and facility rental with all resources.

**3 full days**

**6-½ day offerings (21 Total hours)**

**250 participants per offering**

**Total: 1500 participants**

### **3-D.2 COMMUNICATION & CUSTOMER SERVICE SKILLS**

**Rational:** By the very nature of the work this department is designed to provide, the clients and families we service are in some state of crisis. Many of the clients have complicated or stressful situations, that can be difficult to resolve. In addition the worker's case load is significant and many clients need to be seen in one day. How these types of situations are handled is crucial to the customer's and the worker's well being

**Outcome:** As a result of this training, the staff will understand and use professional interaction techniques with customers. Staff will apply learned techniques to handle problematic situations and be able to select and implement the best method for a quick and positive resolution. Complaints will be reduced.

**Content:** This training must be competency based and include or reference the following identified competencies. The participant understands: ethical standards of behavior for and employee of ECDSS; the importance of supporting customers to promote goal achievement; the need to work in partnership with the customer; how personal appearance affects others; the broad range of customer backgrounds and needs. Also, the participant can describe how cultural sensitivity enhances service to customers; various techniques used in the communication process and explain how it affects communication. The participant will be able to use communication techniques with on-the-job coaching and counseling.

**Target Group:** All new ECDSS staff

**Evaluation:** Level 2-pre and post-test must be designed and used to evaluate transfer of learning.

Level 3- observation and follow up with supervisor to evaluated change in activity or behavior.

**Specifications:** The participant will practice the newly acquired skills with demonstrations and role play and may include individual or small group coaching sessions. The contractor should recommend methodology and

**length of training.**

**12 ½ day offerings**

**20-25 participants per offering**

**250 total employees**

### **3-D.3 UNDERSTANDING THE CULTURE OF POVERTY**

**Outcomes:** The goal of this training is to provide strategies that Department Staff can utilize to improve cultural competence in assisting clients' transition to self-sufficiency. The culture addressed here is that of poverty.

**Content:** The proposed training must be designed to provide participants with an understanding of the differences in economic populations and how those differences affect opportunities for success. It should describe:

- Dynamics of survival for this population
- Personal skills needed for working with people from poverty
- Ways that agencies can improve collaboration to better serve the poor
- The interrelatedness of poverty and addiction
- How people move from one culture to another.

Training must be competency based. A needs assessment may need to be conducted with staff prior to training. The needs assessment and training must include consideration of transfer-of-learning techniques to be employed before and after the training session. To design the training curriculum, please reference current Erie County DSS competencies which are on file in the Human Resources Development division. All competencies are available upon request.

**Evaluation:** This will require a Level 2 and Level 3 evaluation. Some competencies or domains, for example, adult learning theory, would lend themselves to specific knowledge testing. Other aspects would need to be observed and evaluated, such as delivery, methodology and proper use of training resources.

**Target Group:** All new ECDSS staff

**Specifications:** 6 1/2 day offerings  
20-25 participants per offering  
Total 120-150 staff

### **3-D.4 CHANGE & DIVERSITY IN THE WORKPLACE**

**Rationale:** The Department of Social Services is a large and diverse organization and must rely on its staff to interact appropriately with customers and staff of different social, ethnic and economic backgrounds. To ensure that the values of the department are supported by all staff, it is necessary ~~that~~ staff understand the value of a diversified workforce and the impact ~~social~~ inequalities have in daily interactions with co-workers and customers.

**Outcome:** As a result of this training, the department's staff will be more knowledgeable regarding stereotypes and perceptions of themselves and others. They will then be able to determine how diversity enhances the workplace. This will lead to behavior changes that will enhance productivity and lead to higher customer satisfaction.

**Content:** Prior to the training delivery, a needs assessment may need to be conducted by the designated trainer and department staff to determine the final curriculum. Curriculum must be developed based upon competencies established by the department. These competencies are on file and available at the Department upon request.

**Evaluation:** Evaluation: This will require a Level 2 and Level 3 evaluation. Some competencies or domains, for example, adult learning theory, would lend themselves to specific knowledge testing. Other aspects would need to be observed and evaluated, such as delivery, methodology and proper use of training resources.

**Target Group:** All new ECDSS Staff

**Specifications:**

- 6 1/2-day sessions**
- 20-25 Participants per Offering**
- 120-150 Total Employees**



### **3-D.5 PROFESSIONAL BOUNDARIES and DECORUM**

**Rationale:** Office and worksite environments have changed with the entry of a new generation in the workforce and the introduction of technology at the work site. Staff working in these environments has varying social skills when interacting with supervisors, co-workers and customers.

**Outcome:** As a result of this training, participants will know and demonstrate the basic protocols of professional behavior, increase self-awareness of actions that may be considered unprofessional, acquire the skills necessary to address subordinates' and co-workers' behavior that impacts the professional environment of the workplace. They will also be able to demonstrate non-acceptable workplace behaviors that lead to conflict and methods to resolve such conflicts. Topics may include cell phone usage, generational trends in the workforce, working with multigenerational co-workers

**Content:** Prior to the training delivery, a needs assessment may need to be conducted by the designated trainer and department staff to determine the final curriculum. Curriculum must be developed based upon competencies established by the department. These competencies are on file and available at the Department upon request.

**Evaluation:** Evaluation: This will require a Level 2 and Level 3 evaluation. Some competencies or domains, for example, adult learning theory, would lend themselves to specific knowledge testing. Other aspects would need to be observed and evaluated, such as delivery, methodology and proper use of training resources.

**Target Group:** All department staff

**Specifications:** Provider to recommend course length

4 ½ day offerings

20 employees per offering

Total 80 participants

**A pre-training needs assessment may need to be done to obtain samples and details of the type of writing and correspondence issued by the potential participants.**

## **SPECIALIZED SKILLS**



### **3-S.1 MEDICAL EVALUATION TOOLS TRAINING**

**Rationale:** The staff of Legal Advocacy for the Disabled (LAD) needs to have a clear understanding and familiarity of various evaluation tools and tests used by medical professionals to determine extent of physical and/or mental disabilities that prevent employment.

**Outcome:** Increase effectiveness of legal staff in developing and presenting Social Security disability claims in court, through familiarity with diagnostic evaluation terminology. Participants will learn to reference various materials including a desk aid developed for this course, which will serve as a refresher to course terminology and learned concepts, as well as any on-line resources related to these topics.

**Content:** Prior to training, a needs assessment will be conducted involving instructor, LAD and program liaison to further determine course specifics. An in-house informal survey of attorneys, paralegals and staff will inform the curriculum. Training must be competency based.

**Competencies:** To help design the training curriculum, reference the following Erie County DSS competency: ENTITLEMENT-INV-R-07 Collaborative Interdisciplinary Services to Families & ENTITLEMENT-INV-R-08 Employment-Related Health Services. Erie County DSS competencies are on file in the Human Resource Division and are available upon request.

**Evaluation:** Level two – pre and post-test and a Level Three –evaluation of application of learned skills must be designed and administered to measure transfer-of-learning.

**Target Group:** LAD (Legal Advocacy for the Disabled) Attorneys, paralegals and staff.

**Specifications:** 1 offering (provider to recommend length of course)

**Total 15 participants**

The department requests a professional with experience in SSA evaluations to present this training.

### **3-S.2 TRAIN THE TRAINER**

- Outcome:** As a result of this training, the department's internal trainers will be more knowledgeable regarding adult learning and the various components of training. They will be able to develop subject matter curriculum and deliver training in a consistent manner, utilizing their own knowledge and skills as well as that of their trainees. They will also be able to evaluate the learner and the learning process.
- Content:** Periodic training will focus on the Core Competencies for Internal Trainers. Copies of the competency sets are available upon request at the Human Resources Development Division.
- Evaluation:** This will require a Level 3 evaluation. Some competencies or domains (i.e. adult learning theory) would lend themselves to specific knowledge testing (especially training already delivered) while others would need to be observed and evaluated, such as delivery, methodology and proper use of training resources. Evaluation instruments will be identified as topics are identified for the curriculum.
- Target Group:** Department-wide internal trainers and identified subject matter experts.
- Specifications:** The contractor along with the program liaison will make recommendations informed by a needs assessment resulting in a variety of training strategies. These may include but not be limited to conducting periodic meetings to assess internal trainer ongoing efficacy, developing training aid tool kits and individual or small group coaching sessions.
- 4 ½ day offerings**  
**(Could be classroom training or individual coaching)**  
**12 participants per offering**

## **MANAGEMENT AND SUPERVISION**





### **3-M.1- USING SELF ASSESSMENT INSTRUMENTS TO BUILD TEAM CAPACITY**

**Rationale:** The management of the Erie County Department of Social Services is constantly facing the challenges of an ever changing legal and fiscal environment. The department needs increased Leadership skills that build Team capacity and that equips new and/or potential department leaders with the skills necessary to lead the department from good to great performance.

**Outcome:** Department leaders must be able to engage, communicate, motivate, and coach staff to reach objectives of the department and the team.

**Content:** The proposal should have components that develop self-awareness as a part of goal achievement. The successful proposal must include a recognized tool to evaluate personal strengths, weaknesses, and talents that lead to self-awareness in work relationships. The department is currently using a variety of tools; StrengthsFinders® is one such tool. The training may also include tools for evaluating impact of personality in the workplace (such as Workplace Big 5, Myers- Briggs or DiSC). The specific training may be developed through the use of an Individual Training Needs Assessment and/or by the identification of domains / competencies by DSS administration. The provider must then be able to develop and deliver training that addresses these identified needs.

Transfer of learning exercises and activities must be incorporated into the curriculum. This may be supported through coaching and/or mentoring of individual supervisors or of supervisory groups from within a specific program area who face the similar challenges to best practice. It is expected that transfer of learning evaluation be developed and conducted for this training.

The complete competency sets are on file in the Department and will be provided upon request to contractors interested in bidding on this training.

**Evaluation:** This will require a Level 2 and Level 3 evaluation. Some competencies or

domains, for example, adult learning theory, would lend themselves to specific knowledge testing. Other aspects would need to be observed and evaluated, such as delivery, methodology and proper use of training resources.

**Target Group:** Department-wide to identified Management staff.

**Specifications:** This training will be developed by the delivery of the Manager Supervisory ITNA. The results may indicate a variety of needs, resulting in a variety of training deliveries by domain or even by individual competency. The contractor would then recommend methodology and length of training, including allowance of time for individual or small group coaching sessions.

**2 Offerings**

**Half day sessions [this could include coaching time]**

**15 Participants/offering**

## **TECHNOLOGY AND COMPUTER SKILLS**

### **3-T.1 TECHNOLOGY**

**Outcome:** To enable staff to become proficient in using technical tools required to do their job tasks.

**Rationale:** The Erie County Department of Social Services is currently using the Microsoft Office 2010 Professional Package, Captivate and Dynamics CRM. Validated Competencies will be available upon request to the contractor for course development.

**A. Training topics will encompass:**

- Basic PC Skills,
- Windows/File Management,
- Word,
- Advanced Word,
- Excel,
- Intermediate Excel,
- Outlook and Technology Security,
- Advanced Outlook,
- PowerPoint,
- Data Base Concepts,
- Access,
- Publisher,
- SharePoint,
- Keyboarding,
- Quick Topics

**B. Technology Assistance/Efficiency Labs, On-Line Training Tools for in- house topics and in-house systems.**

**Overview:** the support of technology experts familiar with software programs and Program Area operations is required to:

- increase efficiencies in Program Areas and Units by maximizing technology tools
- increase the transfer of learning after attendance at software courses
- address and suggest solutions to on-going technology needs that arise
- develop, maintain and support Personnel and Human Resource technology tools and Trakker Systems

**Content: Technology experts would be responsible for:**

- conducting technology needs assessments in Program Areas and work units and identifying technology tools and resources that would increase work efficiencies (identification of how to do more with reduced human resources by utilizing existing technological resources)
- using software such as Captivate to design and implement computer assisted instruction training initiatives
- developing and recommending technology solutions for program areas and work units to increase work efficiencies. This development time will be in effect whenever classroom sessions are not scheduled. Lab hours may also involve assisting in translating curriculum into on-line learning packages/electronic library.
- assisting staff in applying what was learned at any of the technology trainings or as a result of a technology solution (transfer of learning). This activity will entail one-on-one instruction or small group instruction.
- assisting and coaching to utilize the technology aspect of electronic interviewing and to assist with collection of data, thus allowing the worker to focus on client interaction while not being consumed with the data entry protocol. This activity will entail one-on-one instruction or small group instruction.

**The deliveries may encompass: designing and implementing computer assisted**

instruction, self-paced learning, blended instruction and classroom instruction. Participants will be provided with all the necessary materials (including books and software) for use in class and for future reference.

Evaluations: Level 1 – Perceptions of training/evaluation of event.

Level 2 – “Skill Assessment” pre/post-test will be administered to targeted training groups to assess trainee performance and proficiency of the technical applications mandated by the competencies.

Level 3 - Trainer(s) will:

- Conduct technology needs assessments in Program Areas and work units and identify technology tools and resources that would increase work efficiencies and,
- Conduct follow-up questionnaires with trainee supervisors and/or desk side sessions with trainees to assist with the Transfer of Learning and will complete a trainee evaluation with recommendations for follow-up assistance/classes.

Hands-on experience and lab exercises/computer assisted instruction should be combined to facilitate and reinforce learning.

Target Group: Department-wide

Specifications: 17 courses plus Technology Assistance/

Efficiency Labs, Captivate On-line Training Tools

Technology Competency Domains - #TECH.CO1-CO15

63 offerings (355.5 total hours)

14 participants per offering

Total 703 participants



**COMPONENT 4-**  
**ORGANIZATIONAL DEVELOPMENT**



#### **4 - HUMAN RESOURCE DEVELOPMENT DIVISION**

**Content:** Due to ongoing Human Resource Development (HRD) needs, and in order to accomplish the goals of this, and previous RFPs, it is necessary to provide a staffing of three (3) full-time trainers/training managers, one (1) full-time clerical/support staff, and one (1) full-time technical database developer/administrator.

**Goals:** These personnel will enable the division to:

- Establish a clear organizational structure for the Human Resource Development Division within this department and various program areas.
- Clearly delineate the roles and responsibilities of the Division of Human Resource Development and program areas in the assessment of the need for training, planning, managing, producing and evaluating Human Resource Development programs within the department.
- Continue the implementation of competency-based training in the department.
- Provide opportunity to department staff to pursue credit bearing studies toward degrees directly related to the work of the Department of Social Services. The department may limit or restrict choice of concentration and/or electives and internships in all degree programs. The degree program is open to employees from all Federally-participating program areas.

Trainer/training manager goals would be to support Department outcomes by providing new and ongoing educational opportunities to all staff, with the objective of enhancing workers' skills and promoting of upward mobility. The trainer/training manager responsibilities would include but not be limited to the following:

- Preparing and delivering training, including orientation
- Developing and formalizing training procedures
- Maintaining a liaison relationship with assigned program areas and

**its training committees**

- Conducting needs assessments**
- Planning and developing training curricula**
- Maintaining records and assisting in the writing of reports, including state and local RFP**
- Facilitating contracted training**
- Development and writing of job competencies**
- Identification of training resources**
- Implementation and evaluation of the ITNA**

**Clerical staff would be responsible for typing all material pertinent to staff operations; reviewing accounts, reports, and other documents for completeness and accuracy; indexing and filing documents and correspondence; assembling data from office records for necessary reports; answering telephones, providing routine information to the public and making appointments for staff; providing overall administrative assistance for the office, and processing invoices for purchases and expenditures that further the goals of the department's training and education initiatives. Computer data entry knowledge is necessary.**

**The vendor must be able to support user friendly computer-based data systems. It is essential that the contractor work with HRD and Technical Support staff to ensure that all systems be compatible with computer programming and operating systems in existence at Erie County Social Services.**

**The technical database developer/administrator would be responsible for:**

- Development activities in the CBT training initiative including, but not limited to, development and writing of job competencies and technical systems design**
- CBT operation tasks and functions including administration, evaluations and modifications of training evaluation tools; identification of training resources, and implementation and**

**evaluation of the ITNA trainer/training goals**

- Development and maintenance of training related databases used by HRD for planning, monitoring, and evaluation of training deliveries**
- Development and maintenance of databases used to report local contracted training deliveries to state and local training administrators**
- Development and maintenance for technology-based solutions and systems consistent with NYS OCFS and OTDA initiatives**
- Provide training on all training databases and technology-based systems developed.**

**It is critical that the contractor allocates sufficient training days (100) for either the direct delivery of training or training through a consultative arrangement. This should be reflected in a consultant line in the amount of \$80,000.**

**A total allocation of \$30,000 should be made for consumables to be used for the purchase of resource material for the division library (books, periodicals and magazine subscriptions) and software (SkillSoft, Survey Monkey), hardware and software supports for current equipment, and other training-related consumables.**

**Sufficient resources in the amount of \$10,000 should be allocated for travel, per diem, lodging and registration fees related to educational/training institutes, specialized Oracle/OnBase/computer seminars and other training seminars/workshops.**

**Sufficient resources in the amount of \$375,000 should be allocated for tuition, books, fees, education loan payments related to educational/training institutions.**

#### **Specifications: On-going Project**

- 3 full-time trainers/training managers with the following qualifications:**
  - Master's degree and 2 years of full-time experience in a social services agency, one year of which involved staff**

**in-service training on a full-time basis, or**

- **Bachelor's degree and 3 years of full-time experience in a social services agency, one year of which involved staff in-service training on a full-time basis.**

**-1 full-time clerical personnel with the following qualifications:**

- **Associates degree in Secretarial Science or its equivalent and required experience in duties listed under clerical responsibility.**
- **Staff will be expected to report to ECDSS worksite for daily work activities and report to ECDSS staff person as on-site supervisor.**

**- 1 full-time technical database developer with the following qualifications:**

- **Bachelor's degree with 3 years of full-time experience in the design and development of training related databases for the monitoring and tracking of training deliveries, staff records and educational contracts.**

**Training through this component will be provided for approximately 1,500 employees.**

**Any contracts resulting from proposals submitted in response to this RFP will not be required to retain any staffing patterns, salaries, or benefits created by previous contracts. Erie County Department of Social Services reserves the right to institute a hiring process at the beginning of any newly executed contract.**

**Erie County Department of Social Services has final approval of any and all staff hired through any contract resulting from this RFP.**

## **BLANK FORMS**